

**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
STUDENT DATA PRIVACY AGREEMENT
VERSION (2018)**

This Student Data Privacy Agreement (“DPA”) is entered into by and between the Cypress-Fairbanks Independent School District (hereinafter referred to as “CFISD” or “the District”) and _____ (hereinafter referred to as “Provider”) on _____. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide CFISD with certain digital educational services (“Services”) pursuant to a contract dated _____ (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create and the District may provide documents or data that are covered by several federal statutes, among them, the Federal Educational and Privacy Rights Act (“FERPA”) at 20 U.S.C. 1232g, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232g; and

WHEREAS, the documents and data transferred from CFISD and created by the Provider’s Services are also subject to state privacy laws, including Subchapter D of Chapter 32 of the Texas Education Code; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

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 transmitted to Provider from the District pursuant to the Service Agreement, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, 603 C.M.R. 23.00, and Chapter 32 of the Texas Education Code. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the District. Provider shall be under the direct control and supervision of the District.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

3. **Student Data to Be Provided.** In order to perform the Services described in the Service Agreement, CFISD shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

Insert Categories of Student Data to be Provided to the Provider.

4. **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 term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of CFISD**. All Student Data or any other Pupil Records transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the District. The Provider further acknowledges and agrees that all copies of such Student Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per the Service Agreement shall remain the exclusive property of the District. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the District as it pertains to the use of student data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access**. CFISD shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the District’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account**. Provider shall, at the request of the District, transfer Student Generated Content to a separate student account.
4. **Third Party Request**. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the District. Provider shall notify the District in advance of a compelled disclosure to a Third Party unless legally prohibited. The Provider will not use, disclose, compile, transfer, sell the Student Data and/or

any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Student Data and/or any portion thereof.

5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in the Service Agreement.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF CFISD

1. **Provide Data in Compliance with FERPA.** CFISD shall provide data for the purposes of the Service Agreement in compliance with the FERPA, PPRA, 603 C.M.R. 23.00 and Chapter 32 of the Texas Education Code and any other privacy statutes quoted in this DPA.
2. **Reasonable Precautions.** CFISD shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
3. **Unauthorized Access Notification.** CFISD shall notify Provider promptly of any known or suspected unauthorized access. CFISD will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all Texas and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, 603 C.M.R. 23.00 and Chapter 32 of the Texas Education Code.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, any student data, meta 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 District.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the 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.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and 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 CFISD who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Provider shall dispose or delete all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to CFISD or CFISD's designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to CFISD when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The District may employ a "Request for Return or Deletion of Student Data" FORM, A Copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the District, the Provider will immediately provide the District with any specified portion of the Student Data within three (3) calendar days of receipt of said request.

6. **Advertising Prohibition.** Provider is prohibited from using Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “E” hereto. These measures shall include, but are not limited to:

- a. Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.
- b. Destruction of Data.** Provider shall destroy or delete all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained or transfer said data to CFISD or CFISD’s designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by CFISD.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide CFISD with contact information of an employee who the District may contact if there are any security concerns or questions.
- e. Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”), or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
- f. Security Coordinator.** Provider shall provide the name and contact information of Provider’s Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

- i. Backups.** Provider agrees to maintain backup copies, backed up at least daily, of Student Data in case of Provider’s system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.
 - j. Audits.** Upon receipt of a request from the District, the Provider will allow the District to audit the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof. The Provider will cooperate fully with the District and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or CFISD, and shall provide full access to the Provider’s facilities, staff, agents and CFISD’s Student Data and all records pertaining to the Provider, CFISD and delivery of Services to the Provider. Failure to cooperate shall be deemed a material breach of the Agreement.
- 2. Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to CFISD within a reasonable amount of time of the incident. Provider shall follow the following process:
- a.** The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
 - b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

 - i.** The contact information for the District.
 - 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.
 - iv.** 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.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c.** At CFISD’s discretion, the security breach notification may also include any of the following:

 - i.** Information about what the agency has done to protect individuals whose information has been breached.

- ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Provider agrees to adhere to all requirements in the Identity Theft Enforcement and Protection Act, Chapter 521 of the Texas Business & Commerce Code and in federal law 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.
- e. 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 CFISD, upon request, with a copy of said written incident response plan.
- f. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

ARTICLE VI: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years from the date of execution.
2. **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.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of CFISD's data pursuant to Article V, section 1(b).
4. **Priority of Agreements**. This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and 603 C.M.R. 23.00 and Chapter 32 of the Texas Education Code. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid,

sent to the designated representatives before:

The designated representative for the Provider for this Agreement is:

The designated representative for CFISD for this Agreement is:

6. **Entire Agreement.** This DPA constitutes 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.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in Texas shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA. 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.

8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, 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 HARRIS COUNTY, TEXAS FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, 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, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way.
10. **Waiver.** No delay or omission of the District to exercise any right hereunder shall be construed as a waiver of any such right and the District reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Student Data Privacy Agreement as of the last day noted below.

Cypress-Fairbanks Independent School District

By: _____

By: *MW* _____

EXHIBIT “A”

DESCRIPTION OF SERVICES

INSERT DETAILED DESCRIPTION OF SERVICES HERE.

Achieve3000® is the leading literacy platform in today’s blended learning programs, with cloud-based solutions that serve nearly three-million students worldwide. Based on decades of scientific research, Achieve3000’s patented and proven differentiated instruction for grades preK-12 and adult education reaches all students at their individual reading levels to accelerate learning, improve STAAR performance, and drive college and career success.

Achieve3000 guarantees student acceleration and provides students with the freedom of pace and place to double or triple their expected Lexile gains through differentiated learning experiences based on students’ individual learning needs. The following research-based, research-proven solutions, providing the targeted instruction to support literacy, are available to Cypress Fairbanks ISD through Achieve3000’s platform:

- Smarty Ants®, our foundational literacy program for students in grades K–1, was created as a comprehensive program of systematic, explicit, and spiraled instruction that focuses on phonemic awareness, phonics, fluency, comprehension, and vocabulary—the five components of literacy that students need to read literary and informational texts.
- Achieve3000’s Pro Texas solutions, which include KidBizPro® (grades 2-5), TeenBizPro® (grades 6-8), and EmpowerPro™ (grades 9-12), are designed to build literacy skills across the content areas in grades 2-12. In these solutions, students work through language arts, science, and social studies lessons aligned to the TEKS to develop close-reading techniques and reading strategies.
- Boost Texas programs allow for targeted and intensive intervention to accelerate the literacy gains of students who need additional supports and services. In addition to instruction to build literacy and improve reading across the content areas, Boost includes a suite of classroom-tested scaffolds for students and supports for teachers.
- Access Texas programs provide differentiated instruction and accelerated learning for the unique needs of your ELL students. In addition to instruction to build literacy and improve reading, Access further supports language growth with a standards-aligned custom curriculum that integrates phonics and fluency practice. Students experience success with a multitude of linguistic scaffolds available and teachers have the point-of-use instructional supports needed to enable learning in a wide variety of classroom models.
- Español Texas programs support native Spanish language or dual-language literacy. Students work independently on a grade-level topic that is precisely matched to their Spanish Lexile® levels. This preliminary work allows students to build reading strategies and prepares them for any whole-class, grade-level instruction that follows.



Camp Summit
P1951131

Quote ID: 112002

Quote Date: 04/09/18

Contract Period: 06/01/18 - 08/31/18

Valid Until: 05/15/18

Client Information

Account Name: Cypress-Fairbanks Independent School District	
Address	Client
PO Box 692003 Houston, TX 77269-2003 Phone: 281-897-4000	Latisha Bard Email: latisha_bard@cfisd.net Phone: (281)897-4000

Participating Schools	Site License Package(s)
Andre Elementary School	SMARTY ANTS SUMMER
Bane Elementary School	SMARTY ANTS SUMMER
Danish Elementary Sch	SMARTY ANTS SUMMER
Fiest Elementary School	SMARTY ANTS SUMMER
Lamkin Elementary School	SMARTY ANTS SUMMER
Lee Elementary School	SMARTY ANTS SUMMER
Matzke Elementary School	SMARTY ANTS SUMMER
McFee Elementary School	SMARTY ANTS SUMMER
Tipps Elementary School	SMARTY ANTS SUMMER

Product	Cost	Qty	Total
Achieve3000@s Smarty Ants@ Summer: unlimited student licenses at one site. <i>(2018-NP-SMRTY-SMR)</i>	\$700.00 per site	9	\$6,300.00
Professional Development Services <i>(2018-PDI)</i>	\$2,200.00 per session	1	\$2,200.00
Coaching Session: In-school coaching and modeling for summer school classes (1 Day) <i>(2018-SMR-Coach)</i>	\$750.00 per session	18	\$13,500.00
Achieve3000 Implementation Resources for teachers and students.			\$100.00
Subtotal:			\$22,100.00
ORDER TOTAL:			\$22,100.00

See Next Page for Quote Acceptance



Solution Overview & Cost Proposal

Prepared for:

Cypress-Fairbanks Independent School District

June 6, 2017

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Achieve3000: Your Partner for Transformational Literacy

Achieve3000® is excited to continue to partner with Cypress-Fairbanks Independent School District to bring a new level of literacy success and college and career readiness to the entire Cypress-Fairbanks Independent School District! For more than 16 years, Achieve3000 has been partnering with school districts – both across the country and around the world – to use the power of literacy to transform education, changing the lives of students and the communities they live in. We have proven success with Cypress-Fairbanks Independent School District and look forward to continued partnership.

Achieve3000 is the leading literacy platform in today’s blended learning programs, with differentiated solutions that serve over two million students worldwide. Based on decades of scientific research, Achieve3000’s research-based solutions for grades PreK-12 and Adult Education reach all students at their individual reading levels to accelerate their learning, improve performance, and prepare them for college and career success.

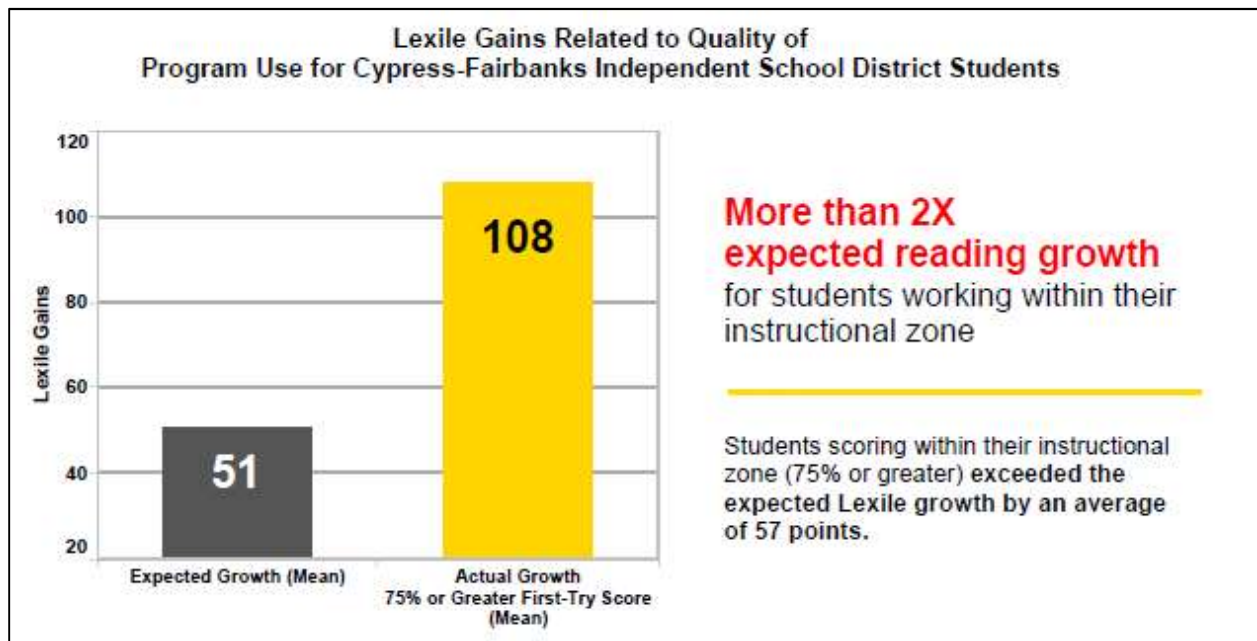
Achieve3000 provides the only patented literacy platform customized for the Texas Academic Standards that ensures every student can participate in grade-level instruction and no child is excluded. The key is a holistic approach to learning that prioritizes equity for all students through:

- **True Differentiation.** The same grade-appropriate content is tailored at 12 levels in English and 7 in Spanish to reach all students one-on-one, at their individual Lexile® reading levels.
- **Actionable Assessment.** Built-in summative and formative assessments identify student needs, inform instruction and provide data to accelerate student growth toward college and career benchmarks.
- **Bridging the Gaps.** The Achieve3000 platform focuses on content-area knowledge, academic and cross-disciplinary vocabulary, literacy skills and targeted test practice to bridge the gaps for students as they work to succeed across the curriculum and prepare for the rigor of the STAAR.
- **Built-in Blended Learning.** Achieve3000’s signature Simple Rigor® framework maximizes growth by prioritizing student accountability and responsibility. Students can work independently at their reading levels anywhere, anytime and on any device – online and offline – and then teachers can leverage that work to stretch them to grade-level text complexity.

We look forward to continuing to partner with Cypress-Fairbanks Independent School District to support your literacy initiatives!

Proven to Accelerate Literacy Gains

Only Achieve3000 has a 16-year track record of significantly accelerating students' literacy gains and dramatically increasing college and career readiness. This track record has repeated itself across the nation, from district to district, but most importantly – ***Achieve3000 has proven success in Cypress-Fairbanks Independent School District.*** Students who used Achieve3000 with fidelity during the 2016-17 school year, averaging 75% or greater on multiple-choice activities, made more than double the expected reading growth, exceeding expected Lexile growth by 57 points.



In fact, Achieve3000 guarantees that your students will exceed their expected reading gains when the program is implemented with fidelity. If a student does not exceed their expected Lexile® gains, then Achieve3000 will refund the cost of that student's license.

Investing in the future – coming for the new school year

Achieve3000 is already investing in the future, with exciting new updates for the upcoming school year that are designed to help you reach even more students, support even greater acceleration and achieve even higher levels of college and career readiness. Here's your exclusive preview of the new features available with your 2017-2018 Achieve3000 subscription*.

- **New content based on your feedback.** Look out for fresh, contemporary content at all grade levels with new lessons every week focusing on diverse, contemporary issues across the content areas, plus new, high-interest weekend articles to motivate students to read outside of school.
- **Just for High School.** Trend-worthy new features exclusively to engage high schoolers.
 - The new Media Mix course features contemporary content with new lessons every week to keep your high school students engaged as they build strong literacy skills.
 - Social feeds embedded directly in the lessons get your high school students excited about sharing their opinion, interacting with their peers and practicing their writing.
 - A fresh new look on the redesigned student homepage captures your high school students' attention and encourages them to explore cross-disciplinary content.
- **College and Career Readiness.** For 2017-2018, Achieve3000's exclusive Career Center is more impactful than ever with a brand-new College and Career Readiness Module that excites and engages students as they explore new career fields, investigate jobs in their area and prepare for success in the workplace. This new module includes:
 - New videos help students explore different jobs and set career goals (coming in 2018)
 - Search for careers by region – provided by Burning Glass – shows students where today's opportunities are and what it takes to land their dream jobs (coming in 2018)
 - Workforce readiness videos
 - Additional choices in the Career Center
- **Enhanced Teacher's Edition** to further engage teachers, streamline administrative tasks and maximize instructional time in 2017-2018.
 - Ability to "Favorite" Lessons and organize them in "Collections"
 - Enhanced Search to make finding lessons easier
 - New self-guided tours for on-demand tips and feature exploration

Partnership Overview

To succeed with today's more rigorous standards and assessments and with tomorrow's more competitive colleges and careers, students must achieve higher levels of literacy than ever before. Achieve3000 provides effective solutions for every grade level (PreK-12 and adult education) and every instructional need (including general education, Response to Intervention, and English language learner programs) to ensure *all* learners can master the literacy skills required for success in school and beyond. Your proposal includes the following:

Language Arts, Science & Social Studies for Learners of Every Age and Ability Level (Grades 2-12)

For your English language arts, science and social studies classes with a mix of student abilities, Pro is the differentiated literacy solution that accelerates reading gains for all students – all in a single classroom!

- This proposal includes all three Pro solutions: KidBizPro® (grades 2-5), TeenBizPro® (grades 6-8), and EmpowerPro® (grades 9-12). With these solutions, the same grade-appropriate, nonfiction lesson is differentiated at 12 levels in English, 7 in Spanish, and 12 in English with linguistic supports so every learner works with text at their precise Lexile® reading level. As students' reading skills improve, the adaptive content system automatically increases the text complexity, steadily moving learners up level by level.
- The Pro Texas Edition features targeted and daily practice for the STAAR, as well as brand-new STAAR Challenge Courses with technology-enhanced items that prepare all students for the challenges of testing in an online environment.
- Pro also includes a custom strategic curriculum that supports mastery of Texas's grade-level standards for language arts, science, and social studies.

Professional Learning Services

Achieve3000's Professional Learning Services provide impactful, ongoing education and support to teachers and administrators. We will partner with you to create a custom plan to meet your specific academic goals!

In addition to its world-class professional learning services, Achieve3000 will also bring MPS the strength of its rich strategic partnerships with today's education thought leaders, literacy experts and assessment developers. Achieve3000's holistic approach is informed by its partnerships with the Center for College & Career Readiness, Renaissance®, MetaMetrics, the Northwest Evaluation Association™ (NWEA™) and Education Elements, as well as the insights of the Achieve3000 Educational Leadership Cabinet, which includes luminaries like Dr. Douglas Fisher, Dr. Michael Kamil, Dr. P. David Pearson and Kevin E. Baird. By partnering with Achieve3000, MPS will be joining a network of education pioneers who are working together to improve education for all learners and build strong, learning-focused communities.

Brand New Blended PLS in partnership with Dr. Doug Fisher: Blended Professional Learning Services, developed with Doug Fisher, allow for ongoing impactful professional development for teachers based on their specific profile. A combination of onsite, online and on demand courses, as well as virtual coaching provided by Achieve3000's new PD robot which is housed in your schools, but controlled by a remote trainer. (Additional fees apply for these services.)

Community and Home Engagement

The Achieve3000 platform leverages blended learning to both accelerate learning in the classroom and engage the entire community in students' success. To maximize community engagement, Achieve3000 provides students with anytime, anywhere, any-device access – even without an internet connection! This means students can engage in 24/7 learning across the entire community, and local organizations can become centers of achievement where students can study before school, after school, during breaks and even over the summer. Students can work on Achieve3000 and grow their literacy skills all throughout the Cypress-Fairbanks Independent School District, in libraries, YMCA's, after-school and community centers, places of workshops, and other facilities outside of school.

Plus, through the Home Edition, parents and guardians can use Achieve3000 to build their own workplace literacy skills while at job centers, community colleges and volunteer organizations.

Milestones for Success

Achieve3000's Customer Success team will partner with MPS district and school leaders to ensure a successful implementation. Your journey consists of the following phases.

- **Planning.** To build on past success and identify areas for improvement and growth, Achieve3000 will work with you to reflect on your 2016-17 implementation and define goals for the upcoming school year, along with measurable outcomes and timetables.
- **Onboarding.** This is the stage during which your schools 'go live' with Achieve3000 for the new school year. It includes successful rostering of students, initial Professional Development, and administering LevelSet to students.
- **Driving Success.** During this phase, we work with the district to ensure your implementation is on track and goals are being met. This includes:
 - Ongoing professional development. Training and coaching teachers and leaders to enrich and grow the implementation.
 - Data reviews. We provide district and school administrators with ongoing communications and reporting on progress, as well as escalations and alerts when intervention is needed.
 - Engagement programs. We provide engagement and incentive programs for administrators, teachers and students to keep the implementation strong and positive.

Cost Proposal

Renewal School Information:

School Name	Achieve3000 Pro Texas Site License
Andre Elementary School	500
Anthony Middle School	250
Arnold Middle School	125
Ault Elementary School	375
B F Adam Elementary School	500
Bane Elementary School	500
Bang Elementary School	500
Birkes Elementary School	375
Black Elementary School	250
Bleyl Middle School	675
Campbell Middle School	675
Cook Middle School	675
Copeland Elementary School	250
Danish Elementary Sch	500
Dean Middle School	675
Duryea Elementary School	500
Emery Elementary School	500
Emmott Elementary School	500
Farney Elementary School	250
Fiest Elementary School	500
Francone Elementary School	500
Frazier Elementary School	675
Gleason Elementary School	500
Goodson Middle School	125
Hairgrove Elementary School	500
Hamilton Elementary School	125
Hamilton Middle School	125
Hemmenway Elementary School	500
Holbrook Elementary School	125
Holmsley Elementary School	500
Hopper Middle School	675
Horne Elementary School	500
Jan Aragon Middle School	125
Joan Postma Elementary School	250
Jodie Blair Smith Middle School	125
Jowell Elementary School	500
Kahla Middle School	675

School Name	Achieve3000 Pro Texas Site License
Keith Elementary School	125
Kirk Elementary School	500
Labay Middle School	675
Lamkin Elementary School	125
Lee Elementary School	500
Lieder Elementary School	500
Lowery Elementary School	250
M Robinson Elementary School	500
Matzke Elementary School	500
McFee Elementary School	500
Metcalf Elementary School	500
Millsap Elementary School	125
Moore Elementary School	250
Owens Elementary School	500
Pope Elementary School	125
Post Elementary School	500
Reed Elementary School	500
Rennell Elementary School	250
Robison Elementary School	250
Salyards Middle School	250
Sampson Elementary School	125
Sheridan Elementary School	500
Spillane Middle School	125
Swenke Elementary School	250
T S Hancock Elementary School	500
Thornton Middle School	675
Tipps Elementary School	500
Truitt Middle School	675
Walker Elementary School	500
Warner Elementary School	250
Watkins Middle School	675
Wells Elementary School	125
Willbern Elementary School	500
Wilson Elementary School	500
Woodard Elementary School	250
Yeager Elementary School	500

Renewal Order Detail:
Option 1: Renewal of Elementary and Middle Schools:

- *Achieve3000 Pro Texas for 29,675 students in grades 2-8 at 73 schools*
- *Professional Learning Services Package*
- *Partnership Savings of \$70,492.00*

Product	Qty	Unit Cost	1 Year Cost
Achieve3000 Pro Texas Site125	14	\$5,000.00	\$70,000.00
Achieve3000 Pro Texas Site250	13	\$9,850.00	\$128,050.00
Achieve3000 Pro Texas Site375	2	\$13,000.00	\$26,000.00
Achieve3000 Pro Texas Site500	33	\$16,250.00	\$536,250.00
Achieve3000 Pro Texas Site675	11	\$21,500.00	\$236,500.00
Professional Learning Services	26	\$2,200.00	\$57,200.00
Implementation Materials & Support Services Fees			\$19,025.00
Subtotal			\$1,073,025.00
<i>Achieve3000 Partnership Savings</i>			<i>(\$70,492.00)</i>
Total Cost			\$1,002,533.00

The pricing in this proposal is valid through July 4, 2017

Please see the following page for acceptance.

Contact Information
Stuart Udell, CEO

Phone: 732-367-5505

Email: stuart.udell@achieve3000.com

Caryn Schreiner, Director of Inside Sales and Renewals

Phone: 312-515-7081

Email: caryn.schreiner@achieve3000.com

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.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
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	

Category of Data	Elements	Check if used by your system
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
Category of Data	Other indicator information-Please specify:	
	Check if used by your system	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	CFISD ID number	
	State ID number	
	Vendor/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
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.	
	Other student work data - Please specify:	
Transcript	Student course grades	
	Student course data	

Category of Data	Elements	Check if used by your system
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	

Category of Data	Elements	Check if used by your system
	Student bus card ID number	
	Other transportation data - Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

EXHIBIT “C”

DEFINITIONS

De-Identifiable Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

NIST 800-63-3: Draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by CFISD or its users, students, or students’ parents/guardians. PII includes, without limitation, at least the following:

First and Last Name	Home Address
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
Biometric Information	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	Religious Information
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student’s Educational Record

Information in the Student’s Email

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education 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 pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by CFISD and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by CFISD 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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Texas and Federal 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 Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than CFISD or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

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 pupil records. However, for the purpose of this Agreement, 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

Cypress-Fairbanks ISD directs _____ to dispose of data obtained by Company pursuant to the terms of the Service Agreement between CFISD and Company. 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:

_____ 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:

3. Timing of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable

_____ By _____

4. Signature

Authorized Representative of CFISD

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT “E” DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]