

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as “SBBC”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**NEWSELA, INC.**

(Hereinafter referred to as “VENDOR”)  
whose principal place of business is  
620 8th Ave, 21st Floor  
New York, New York 10018

**WHEREAS**, VENDOR’s program, Newsela PRO, enhances students’ reading abilities by providing individualized non-fiction content catered to their individual reading levels; and

**WHEREAS**, VENDOR’s program will support blended learning, in addition to providing professional development and curriculum alignment services including on-site and online training, in-classroom coaching for a targeted cohort of teachers, VENDOR certification, and access to VENDOR’s online educator community; and

**WHEREAS**, pursuant to SBBC Policy 3320, Section II, H, and pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, the requirement for competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived for SBBC's purchase of computer software.

**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 are hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE 1 – RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement commences on August 1, 2020 and concludes on July 31, 2021. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

2.02 **Description of Goods or Services Provided.**

VENDOR shall:

- (a) Provide an online cloud-based platform (“Newsela PRO”), that can be accessed from any industry-standard web browser.
- (b) Provide a platform via any of its supported connections and applications, to be made available for iOS, Google Android, and Google Chromebook systems.
- (c) Provide SBBC with a subscription to Newsela PRO, a web-based instructional resource accessed at <http://www.newsela.com>.
- (d) Provide SBBC with district-wide online access for all SBBC students in Grades K through 12.
- (e) Provide SBBC with writing tools for all users through interactive annotations.
- (f) Provide unlimited teacher-student relationships across all schools.
- (g) Provide click-to-chat support for all users at [support.newsela.com](http://support.newsela.com).
- (h) Provide Binder access, which shall allow teachers, school administrators and SBBC administrators to monitor student progress on key academic standards.

2.03 **Cost and Payment.**

(a) Cost: The total price for products and services rendered under this Agreement, in accordance with the cost schedule is Three Hundred Sixty-eight Thousand Dollars and 00/100 Cents (\$368,000.00) as outlined in **Attachment A**.

(b) Payment: SBBC shall pay VENDOR for satisfactory services rendered under this Agreement according to the cost schedule outlined in **Attachment A**. VENDOR shall submit a proper and appropriate invoice in the amount of Three Hundred Sixty-eight Thousand Dollars and 00/100 Cents (\$368,000.00) on or after August 1, 2020 and SBBC shall pay invoice within thirty (30) calendar days after the invoice date.

2.04 **SBBC Disclosure of Education Records.**

(a) SBBC will provide VENDOR the education records listed in this section to provide content at differentiated consumption levels along with integrated assessments via [www.newsela.com](http://www.newsela.com) (“Website”), the Newsela mobile application (“App”) and any other websites or applications of VENDOR.

(b) SBBC will provide VENDOR with the following through SBBC’s integration system:

- 1) Student first and last name
- 2) Classroom
- 3) Username
- 4) Password

(c) In addition to the education records being disclosed by SBBC in this section, VENDOR will also have access to the below information entered by students in VENDOR's online platform:

- 1) Performance related information about how a student interacts with VENDOR's services, including the articles that a student reads, the types of articles a student has expressed interest in, quiz-related information, responses a student writes to teacher assignment prompts, how much time a student spends reading the articles.

- 2) VENDOR will also collect writing by a student in many forms, including but not limited to their annotations and written responses to writing prompts.
- 3) Individual student level records disclosed in this section may not be used or re-disclosed by VENDOR to any other individual or entity. VENDOR may not use any of the student information for marketing purposes.

(d) VENDOR is considered a “school official” with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Education Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age eighteen (18) years or over is needed for any types or purposes of disclosures of education records beyond those listed above.

(e) The requirements of this section shall supersede any use of student information as listed in VENDOR’s privacy policies.

#### 2.05 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA’s privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC promptly upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

**2.06 SBBC Disclosure of Employee Records.**

(a) SBBC will provide VENDOR the employee records listed in this section to create user accounts.

(b) SBBC will provide the following employee information to VENDOR:

- 1) Employee first and last name
- 2) Classroom
- 3) Username
- 4) Password

(c) **VENDOR** shall not use the employee records listed in this section for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

(d) The requirements of this section shall supersede any use of employee records as listed in **VENDOR**'s privacy policies.

2.07 **VENDOR Safeguarding Confidential Employee Records**. Notwithstanding any provision to the contrary within this Agreement, **VENDOR** shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.08 **Inspection of VENDOR's Records by SBBC**. **VENDOR** shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All **VENDOR**'s applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative should a reasonable basis for insecurity arise to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of **VENDOR** directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to **VENDOR**'s records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this

Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. Should a reasonable basis for insecurity arise, VENDOR shall comply and cooperate promptly with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

## 2.09 **SBBC Responsibilities.**

(e) Identify a main point-of-contact to partner with VENDOR during the implementation and onboarding process, who shall be responsible for collaborating with VENDOR's staff to implement the software across SBBC schools.

(f) Each SBBC Principal shall designate a primary contact for their school that VENDOR shall coordinate with, as needed, to support teachers in the use of Newsela PRO.

(g) SBBC will provide the following student personally identifiable information to VENDOR: student names, classroom affiliation, usernames, and passwords.

2.10 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed

by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director, Innovative Learning Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Mark Alsdorf  
Newsela, Inc.  
620 8th Ave, 21st Floor  
New York, New York 10018

2.11 **Background Screening.** VENDOR shall 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.13 **Liability.** This section survives the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all 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 SBBC, its agents, servants and employees 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, to the extent arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.14 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Technical/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within five (5) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.

2.16 Annual Appropriation. The performance and obligations of SBBC under this Agreement are contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.17 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.18 **Priority of Provision.** Unless you have entered into a separate School Agreement, the Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

2.19 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein are incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **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 or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or 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 in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder

shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days' written notice to the other parties of its desire to terminate this Agreement with no further obligation to VENDOR. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and 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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** The following additional terms and conditions shall be applicable to this Agreement to the extent they do not conflict with the terms set forth herein: Vendor's Privacy Policy, see **Attachment B**.

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.

3.10 **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **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 SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of

convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever 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 expresses 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.

3.15 **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.

3.16 **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 hereof. 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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, 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.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** 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.

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

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

**NEWSELA, INC.**

ATTEST:

By Chris Mezzatesta  
Signature

\_\_\_\_\_  
, Secretary

Printed Name: Chris Mezzatesta

-OR-

Title: Chief Customer Officer

DocuSigned by:  
Fanni Novak  
Witness

DocuSigned by:  
[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or X online notarization, this 14th day of July, 2020 by Chris Mezzatesta of Newsela, Inc.,  
Name of Person Name of Corporation or Agency

as New York limited liability company, on behalf of the company and is personally  
state

known to me or produced \_\_\_\_\_ Driver's License as identification and did/did  
Type of Identification  
not first take an oath.

My Commission Expires:

01/29/2022

Brian Berman  
Signature – Notary Public

Brian Berman  
Printed Name of Notary

(SEAL)

01BE6370332  
Notary's Commission No.

# ATTACHMENT A

## Licensing for Broward County Public Schools

| Product & Description  | Quantity   | Start Date | End Date   | Sales Price*                  |
|--|--|------------|------------|-------------------------------|
| <b>Newsela Essentials (Formerly Newsela PRO)</b><br>Access to a Newsela library of 10,000+ articles across all major subject areas. Includes access to reading quizzes, close reading tools and write prompts.   | Full district access<br>(Pricing based on grades 2-12) | 08/01/2020 | 07/31/2021 | <b>\$368,600</b>              |
| <b>Newsela ELA (1 year pilot)</b><br>Designed for the way ELA teachers teach. Thousands of authentic texts chosen for the ELA classroom are always at teachers' fingertips—like materials related to fiction, writing, or specific reading skills and teaching strategies.   | Full district access<br>(Pricing based on grades 2-12) | 08/01/2020 | 07/31/2021 | <b>\$750,000<br/>(Waived)</b> |
| <b>Newsela Social Studies (1 year pilot)</b><br>Thousands of relevant texts organized for what works best for social studies teachers. It's easier to find the perfect standards-aligned content for social studies lessons—like primary sources, geographic overviews, foundational documents, and more. Social studies specific activities and quizzes provide deeper relevance. | Full district access<br>(Pricing based on grades 2-12) | 08/01/2020 | 07/31/2021 | <b>\$550,000<br/>(Waived)</b> |
| <b>Newsela Science (1 year pilot)</b><br>Integrate science and literacy according to new standards with authentic, accessible content and resources that support hands-on science, background knowledge development, and real-world connections at every grade level.  | Full district access<br>(Pricing based on grades 2-12) | 08/01/2020 | 07/31/2021 | <b>\$325,000<br/>(Waived)</b> |
| <b>Newsela Professional Learning Resources</b><br>See below for full list of services  | Full district access<br>(Pricing based on grades 2-12) | 08/01/2020 | 07/31/2021 | <b>\$150,000<br/>(Waived)</b> |
| <b>Total Amount Waived</b>   |  |            |            | <b>\$1,775,000</b>            |
| <b>TOTAL:</b>  |  |            |            | <b>\$368,000</b>              |

## Support and Professional Learning Services

- **Enterprise Customer Success Management**
  - Attendance on regular vendor calls
  - Customized reporting
  - District specific engagement initiatives
  - Newsela articles aligned to BCPS curriculum maps, as needed
- **Premium Support Monitoring and Priority Escalation**
  - Broward tickets monitored regularly each week by Senior Support Manager
  - Common issues are monitored against Broward user emails to identify impact and resolve before they are reported
  - Direct escalation through Customer Success Manager to Senior Support Leadership and Engineering Teams
- **Customized In-Product Messaging**
  - One custom message in-product per quarter
- **Custom Professional Learning Services**
  - In-Person “Train the Trainer” sessions, 6 Annually
  - On-site support and school visits, as needed and agreed upon
  - Virtual Training Sessions, as needed
  - Integration support for Broward LTI and SSO resources
  - Online courses in Broward Canvas Library
  - Online Newsela Certified Educator Course
  - In-person Newsela Certified Educator Course

**Newsela is pleased to submit this proposal for your review and consideration. We look forward to partnering with you.**

## ATTACHMENT B

# Newsela Privacy Policy

We know how important it is to you to understand how your personal information is collected and shared. We take your privacy very seriously. This Privacy Policy ("Policy") describes how your and your student's personal information is collected, used, and disclosed by Newsela, Inc. and its related companies ("Newsela" or "We" or "Us"). For users with "Learner" accounts on the services, references to "your" and "your student" shall both mean the Learner user. This Policy applies to all users of the Services who are 13 years of age or older. For information about Newsela's collection, use or disclosure of personal information about individuals under 13 years of age, please see our Children's Privacy Policy below.

This Policy applies to the Newsela websites available at [www.newsela.com](http://www.newsela.com) and the Newsela mobile application, and any of our other websites or applications that post this Policy (respectively the "Site" or "App") as well as all of our services made available through the Site or App (together with the Site and the App, the "Services"). By submitting personal information through our Services, you expressly consent to the processing of your and your student's personal information in the U.S. in accordance with this Privacy Policy.

### **IMPORTANT NOTICE FOR SCHOOL USERS**

If you are a user (or a parent of a student user) who was given access to the Services by the school you are affiliated with, this Privacy Policy does not govern how your school might collect, use, or disclose your student's information. Please consult with your school for more information about their privacy practices. In addition, your and your student's information may be shared with your school or school district. Your school may choose to share, and we may share at their request, your student's information with new administrators or teachers. We are not responsible for your school's collection, use, or disclosure of your personal information or information shared at your school's request. Please contact your school to better understand your school's privacy practices.

### **PROTECTION OF STUDENT DATA**

When Newsela provides our Services to students, teachers and schools, our collection, use and disclosure of student data, including any personally identifiable information, is governed by and in compliance with our Terms of Use, any agreement with the school or district, and the provisions of the Family Educational Rights and Privacy Act ('FERPA'), the Children's Online Privacy Protection Act ('COPPA') and other applicable laws that may relate to the collection and use of personal information of students. If you have any questions about our collection and use of student data, please contact us at [info@newsela.com](mailto:info@newsela.com). If you have any questions about reviewing, modifying, or deleting the personal information of a student who accesses our Services through a school, please contact your school directly.

# ATTACHMENT B

## WHAT WE COLLECT

We collect information about you and your students in a variety of ways, such as information that you and your student provide to us, information that your school provides to us, information collected automatically through technology, information collected through the use of cookies, unique identifiers and other tracking tools, and information collected through the use of third party analytics technologies. We may combine information we collect from you, your student's teacher or school, or third parties, as applicable, with information we collect from you or your student directly.

### **Information a Teacher or Parent Gives Us**

We collect personal information you provide to us, which may include personal information of your students if you provide us with such information. By providing us with personal information about your students, you are representing to us that you have all necessary authority or consent to provide us with such information. For example, in connection with your use of the Services, you may provide us your name, country, postal code, email address, username, password, and other information, including demographic information and information about your classroom, your school, and your students. We also collect writing by teachers, including but not limited to annotations, feedback and assignment prompts that teachers provide to students using the Services. If you order our premium services or products, we will collect all information necessary to complete the transaction, including your name, credit card information, billing information, and shipping information (as applicable). This transaction-related information may be shared with third parties who help process and fulfill your transaction. We require these third parties to use your transaction-related information only for the purposes of processing and fulfilling your transactions and for no other purposes. For more information about how your personal information is shared, please see the section of this Policy titled "Sharing of Personal Information" below.

### **Information a Student Gives Us**

We collect any personal information a student directly provides to us through use of the Services, including a student's name, classroom affiliation, username, and password. We also collect information about how a student interacts with the Services, including the articles that a student reads, the types of articles a student has expressed interest in, quiz-related information, responses a student writes to teacher assignment prompts, how much time a student spends reading the articles, and other performance related information. We also collect writing by students in many forms, including but not limited to their annotations and written responses to writing prompts. We may also collect information about a student provided by a school.

### **Information about You and Your Student that Your School Gives Us**

We collect personal information about you and/or your student that your school, school district and/or their administrators choose to provide to and share with us, directly and through third party service providers.

### **Information Automatically Collected from You and Your Student**

We and our third party service providers may automatically collect information about you and your student's computer or mobile device when you or your student visit our Site or access our App, including by using certain technologies that are further described below (collectively, "Tracking Tools"). Some of the information that may be collected when a user uses the Services, include, for example, computer or device

## ATTACHMENT B

operating system type, IP address, browser type, browser language, mobile device ID, device hardware type, the website or application visited or used before or after accessing our Services, the parts of the Services accessed, length of time spent on a page or using a feature, access times for a webpage or feature, and demographic information, such as gender and age range. These Tracking Tools help Newsela learn more about our users, such as their demographics and internet behaviors, so that we can improve our Services.

By accessing or using the Services, whether as a registered user or otherwise, you acknowledge, understand, and hereby agree that you are giving us your consent to set and access Tracking Tools, including cookies, on your device and in the emails we send you, and to track your activities and your use of the Services through these Tracking Tools in accordance with this Privacy Policy. For clarity, our third party business partners do not have access to Tracking Tools set by Newsela or on our Services except to the extent necessary to provide services to the Services.

The following are Tracking Tools used by Newsela or its third party service providers in connection with the Services:

### COOKIES

We may automatically collect information using "cookies." Cookies are small data files stored on your hard drive by a website. Among other things, cookies help us make our Services and your experience better. For example, we use cookies to see which parts and features of our Services are popular, count visits to our Services and improve or tailor the Services and our advertisements to make them more relevant to our users. For more information on cookies, visit <http://www.allaboutcookies.org>.

### UNIQUE IDENTIFIERS

We may use unique identifiers to track individual usage behavior on our Services, such as length of time spent on a particular page and pages viewed during a particular log-in period. The unique identifiers collect information about a user's use of the Services on an individual basis. We use the information that we gather through unique identifiers to evaluate and improve the Services and its content, including, but not limited to, improving and evaluating the effectiveness of certain materials on our Services and the student and teacher experience while using the Services.

### WEB BEACONS

Web beacons, or clear GIFs or pixel tags, are small graphic image files that can be embedded in web pages or emails to collect information about a user's use of our Services or the correspondences that we send to them. The information collected by web beacons allows us to analyze how and how many people are using the Services or when users open our emails. Web beacons also allow us to enhance our Behavioral Advertising, which is further discussed below in the section titled ["Interest-based and Behavioral Advertising"](#"INTEREST-BASED OR ONLINE BEHAVIORAL ADVERTISING").

### ANALYTICS AND OTHER TECHNOLOGIES

We use other technologies and analytics services (including Google Analytics) to help analyze how users use the Services. These analytics use cookies, digital images called web beacons and other technological methods to collect and store information such as

## ATTACHMENT B

how often users visit the Services, what features they use, what pages they visit, what emails they open, and what other sites or applications they used prior to and after visiting the Services. We use the information we get from analytics services to improve our Site, App and Services. Please see the following links for more information about Google Analytics and to opt-out if you choose to:

<http://www.google.com/policies/privacy/partners/> and

<https://tools.google.com/dlpage/gaoptout>.

### MOBILE DEVICE IDENTIFIERS

Mobile device identifiers are identifiers stored on your mobile device that may track your mobile device and data and activities occurring on or through it, as well as the applications installed on it. Mobile device identifiers enable collection of personal information (such as media access controls) as well as non-personally identifiable information (such as usage and traffic data). As with other Tracking Tools, mobile device identifiers help Newsela learn more about our users' demographics and internet behaviors and operate and improve the Services.

### THIRD PARTY ACCOUNT CONNECTIONS

If you or your student chooses to log on or otherwise associate the Services with another third party account (for example, a Google Account), we may receive information from that third party site to make it easier for you or your student to create an account on the Services and display relevant content. Any information that we collect from these third party accounts may depend on the privacy settings you or your student has with that third party, so please consult their privacy and data practices.

### USE OF PERSONAL INFORMATION

We use information collected through our Services, or disclosed by you on our Site or App or in connection with our Services, for the purposes described in this Policy. For example, we may use your and your student's information to:

- understand your student's performance in relation to others, and to provide you and your student with insight into their performance;
- understand your and your student's preferences and to enhance your and your student's experience and enjoyment using our Site, App, and Services;
- operate, maintain, and improve our Site, App, and Services;
- respond to comments and questions and provide customer service;
- send you related information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- create advertisements shown to teachers and administrators that reflect the interests and capabilities of their students and communicate with teachers and administrators about promotions and other news about Services offered by us (Note: Newsela never directs targeted advertising at Children. See: "Interest-Based or Online Behavioral Advertising," below.);
- customize advertisements and communicate about promotions and other news about Services offered by us;
- protect, investigate, and deter against fraudulent, unauthorized, or illegal activity;

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- link or combine with other personal information we get from third parties such as your associated school, to help understand your needs and provide you with better service; and
- provide and deliver products and services that you request.  
We will not use your personal information in any way other than in connection with providing the Services, as described in this Policy, as directed by a teacher or school, or upon obtaining your consent.

### SHARING OF PERSONAL INFORMATION

We do not share your or your student's personal information except as follows:

- with your school or school district at their request;
- with third party service providers, consultants, and other service providers who perform services for us and need access to your or your student's information to do that work in a manner consistent with this Policy (for example, our web hosting provider, third party analytics service providers, advertising services providers, and purchase processors. Note: Newsela never directs targeted advertising at Children. See: "Interest-Based or Online Behavioral Advertising," below.);
- to comply with laws or to respond to lawful requests and legal process;
- to protect the rights and property of Newsela, our agents, users, and others including to enforce our agreements, policies, and terms of use;
- in an emergency to protect the personal safety of our users or any person;
- in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets to another company, in which case the company receiving the personal information would be obligated to follow this Policy.

Additionally, we may share your or your student's personal information with new teachers who use the Services in their classrooms when you or your student, as applicable, enroll in such teachers' classes, and we may share teacher personal information with other teachers within a school using the Services.

We may create and use anonymized and/or aggregated data for our own purposes by excluding information (such as your or your student's name) that makes the data personally identifiable to you or your student. The purposes for which we may create and use anonymized and/or aggregated data include but are not limited to, conducting analysis and generating statistics regarding the use of our Site, App, and/or Services. We will not share your or your student's personal information in any way other than in connection with providing the Services, as described in this Policy, as directed by a teacher, parent/legal guardian or school, or upon obtaining your consent.

We require our third party service providers not to use your or your student's personal information other than to provide the services that we have requested.

**We will not disclose your or your student's personal information to any third party for that third party's own marketing purposes. Additionally, we will not knowingly use or disclose student information (whether personal information or otherwise) for behavioral targeting of advertisements to such students. We do not sell student personal information. For clarity, we may make recommendations**

# ATTACHMENT B

**within or through the Services of features, tools, and content on the Services to students based on their demographic information or activities on our**

**Services.** For example, we may suggest a text set to a student based on the student having read a similar text set in the past, or based on the student's age or grade level. INTEREST-BASED OR ONLINE BEHAVIORAL ADVERTISING

We may advertise to teachers and administrators using a type of advertising known as interest-based or online behavioral advertising ("Behavioral Advertising"). Behavioral Advertising is the use of Tracking Tools by us or our Advertising Service Providers (defined below) to display Newsela ads on other websites or services based on information about a user's use of the Services or on the user's interests (as inferred from the user's online activity).

**For clarity, Newsela's Behavioral Advertising is intended for teachers and administrators; we do not behaviorally target advertising to student users on sites that are directed to student users.**

Newsela adheres to the Digital Advertising Alliance Self-Regulatory Principles for Online Behavioral Advertising ("OBA Principles"). More information about the OBA Principles can be found at <http://digitaladvertisingalliance.org/blog/terms/daa-principles>.

## **Advertising Service Providers**

We may work with third parties that use Tracking Tools to collect and use information about your access and use of the Services and non-affiliated websites and applications in order to provide Behavioral Advertising and related services to you and us ("Advertising Service Providers"), for example by facilitating targeting of advertisements and measuring and analyzing advertising effectiveness and traffic on the Services, (collectively, all such services, "Targeting Services"). Advertising Service Providers include advertising networks, data exchanges, traffic measurement service providers, marketing analytics service providers, and other third-party service providers. Targeting Services enable us to display advertisements based on your use of the Services and other websites or applications you have visited, including for Newsela content, products or services that may interest you. Targeting Services can also help prevent you from seeing repeated advertisements and enable us to research the usefulness of certain advertisements. Our Advertising Service Providers do not have access to Tracking Tools set by us or on our Services except to the extent necessary to provide services to Newsela.

## **Opting Out of Behavioral Advertising**

You can opt-out of certain Behavioral Advertising activities by doing one or more of the following. Please note that you will need to opt-out of each browser and device for which you desire to apply these opt-out features.

- **Service Provider Opt Out:**

You can opt-out of the use of information for Behavioral Advertising by certain Advertising Service Providers we use by using their opt-out tools. Some of these Advertising Service Providers, and links to their opt-out tools, are:

- Adobe: <http://www.donottarget.com/>
- AdRoll: <https://app.adroll.com/optout/safari>

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- DoubleClick: <https://google.com/settings/ads>
- Facebook: <https://www.facebook.com/settings?tab=ads>
- **Industry Opt Out Tools:**

Some Advertising Service Providers may participate in the Network Advertising Initiative's (NAI) Opt-Out Tool (<http://www.networkadvertising.org/choices/>) and/or the Digital Advertising Alliance (DAA) Consumer Choice Page (<http://www.aboutads.info/choices/>), and therefore you can opt-out of certain services by those Advertising Service Providers (and other NAI or DAA member companies) by visiting the links included here. Please click on the links to these tools to learn more about your choices.
- **Web Browser Controls:**

You can prevent the use of certain Tracking Tools on a device-by-device basis by using the controls in your web browser. These controls can be found in the Tools > Internet Options menu for your browser, or as otherwise directed by your browser's support feature. Through your web browser, you may be able to:

  - Delete existing Tracking Tools
  - Disable future Tracking Tools
  - Set your browser to provide you with a warning each time a cookie or certain other Tracking Tools are being set
- **Mobile Opt Out:**

Your mobile devices may offer settings that enable you to make choices about the collection, use, or transfer of mobile app information for Behavioral Advertising. You may also opt-out of certain Tracking Tools on mobile devices by installing the DAA's AppChoice app on your mobile device (for iTunes, visit <https://itunes.apple.com/us/app/appchoices/id894822870?mt=8>, for Android, visit <https://play.google.com/store/apps/details?id=com.DAA.appchoices&hl=en>). For more information, please visit <http://support.apple.com/kb/HT4228>, or <https://support.google.com/ads/answer/2662922?hl=en> and <http://www.applicationprivacy.org/expressing-your-behavioral-advertising-choices-on-a-mobile-device>, as applicable.

Please note the following with respect to opting out of Behavioral Advertising:

  - Some opt-out features are cookie-based, meaning that when you use these opt-out features, an "opt-out" cookie will be placed on your computer, tablet or mobile device indicating that you do not want to receive Behavioral Advertising from certain companies. If you delete your cookies, use a different browser, use a different device or buy a new computer or mobile device, you will need to renew your opt-out choice.
  - Opting-out of, deleting, rejecting, disabling or turning off Tracking Tools does not mean that you will no longer receive online ads. Opting-out of Behavioral Advertising only means that such ads will no longer be tailored to your specific viewing habits or interests, but you may continue to see ads on and about the Services.

## **How We Respond to Do Not Track Signals**

We do not currently respond to "do not track" signals or other mechanisms that might enable consumers to opt-out of tracking on our Services.

## **INFORMATION CHOICES AND CHANGES**

Below are some ways you can control the collection and use of your and/or your student's information in connection with the Services. While we and others give you

# ATTACHMENT B

choices described in this Policy, there are many ways web browser signals and other similar mechanisms can indicate your choice to disable tracking, and we may not be aware of or honor every mechanism.

## **Promotional Emails**

You may "opt-out" of receiving our promotional emails by following the instructions in those emails. If you opt-out, we may still send you non-marketing emails. Non-marketing emails include emails about your accounts and our transactions with you.

## **Information in the Services**

You may change some of your or your student's personal information stored in the Services by following the directions on the Site or App. You may send requests about your or your student's personal information, including requests to change your or your student's contact preferences and update or correct your or your student's personal information, to our contact information below. In some cases, changes about a student's personal information may have to be executed by the student's school or teacher, and in such situations, we will attempt to assist you and the school or teacher with such efforts.

## **Behavioral Advertising and Tracking Tools**

You can opt-out of certain mechanisms for tracking, including tracking of your online activities over time and across different websites, by using one or more of the options described above in the "Interest-Based and Behavioral Advertising" section of this Policy.

## **Disclosure**

You may prohibit us from disclosing your or your student's personal information with a third party by contacting us at the information provided below to opt-out of such disclosures in advance; provided that if you prohibit us from sharing your or your student's personal information with your or your student's school or our third party service providers, we may not be able to provide the Services to you or your student. Additionally, you cannot prohibit us from sharing your or your student's personal information when reasonably necessary to defend the rights or property of us, including our Services, or anyone else or as reasonably necessary to comply with relevant laws or respond to a legal request.

## **Review**

You may review your or your student's personal information by logging into your or your student's account or by sending us an email or postal mail at the address below.

## **Retention**

We will retain your or your student's personal information, including after the school term in which you or your student uses the Services, for only as long as is reasonably necessary to fulfill the purpose for which the information was collected. Generally, Newsela will delete a user's personal information 4 years after the user's last login to the Services.

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## **Deletion**

You may request deletion of your or your student's personal information by sending us an email or postal mail at the address below. IN SUCH CASE, WE WILL NO LONGER ALLOW THE APPLICABLE USER TO USE THE SERVICES. We will delete your or your student's information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion. When we delete a user's personal information, it will be deleted from our active databases but we may retain an archived copy of such user's records as required by law or for legitimate business purposes.

## **Refusing Further Collection or Use**

You may at any time refuse to permit our further use or future online collection of your or your student's personal information, by terminating your or your student's account and directing us to delete your or your student's personal information (as described above). IN EITHER CASE, WE WILL NO LONGER ALLOW THE APPLICABLE USER TO USE THE SERVICES. We will not have any liability whatsoever for any termination of the account or related deletion of your or your student's personal information. After termination, a terminated user will not be able to use his or her account anymore. Access to schoolwork associated with the account will no longer be available to such user.

## **Reliance on Teacher or Parental Instructions**

We may, and you authorize us to, rely on the instructions that we reasonably believe are given by a teacher, parent or legal guardian in connection with a student. For example, if a person calls our customer support number and provides the account information we request, we may assume that the person calling is the teacher, parent or legal guardian of such student. We will not be held liable for any disclosure made in good faith and following reasonable procedures in responding to a request for disclosure of a student's information from such individual.

## **Third Parties**

Different rules might apply to the collection, use or disclosure of your information by third parties in connection with their advertisements, promotions and other websites you encounter on the Internet. The use of such technology by these third parties, and their policies and practices regarding your information and their sites and services, is within their control and not Newsela's. Those parties may use the information they collect from you consistent with their own privacy policies, which we encourage you to carefully review.

## **SECURITY OF YOUR PERSONAL INFORMATION**

We encrypt the transmission of your and your student's personal information using security measures designed to protect the security, privacy, confidentiality, and integrity of personal information against risks through the use of administrative, technological, and physical safeguards. We also take reasonable steps to release Children's personal information only to third parties who are capable of maintaining the confidentiality, security and integrity of such information, and who provide assurances that they will

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maintain the information in such a manner. Despite our efforts, however, third parties may still find ways to hack into the Services and intercept data transmissions. Therefore, although we take security very seriously and work very hard on behalf of your and your student's privacy, we cannot guarantee the security of your or your student's information.

## STATE-SPECIFIC POLICIES

**Connecticut** For Connecticut local or regional boards of education purchasing Services directly or indirectly from, or pursuant to a group purchasing contract with, Newsela: Pursuant to Connecticut Public Act 16-189:

“Student information,” “student records” and “student-generated content” have the same definitions as appear in CT Public Act 16-189. Student information, student records and student-generated content as defined in CT Public Act 16-189 are the property of and under the control of the school or district and not Newsela.

The local or regional board of education may request the deletion of student information, student records or student-generated content in the possession of Newsela by sending a written request to Newsela. Newsela will delete the data as requested. Newsela shall not use the student information, student records or student-generated content for any purposes other than those authorized pursuant to the Terms of Use and, if applicable, the Newsela Customer Agreement.

A student, parent or legal guardian of a student may review personally identifiable information contained in the student records and correct erroneous information, if any, in such student record by contacting the school or district, which may access and amend all such records via the classroom portal provided by Newsela.

Newsela maintains commercially reasonable security standards to help safeguard your student information. These include encryption of the data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and additional network and physical security measures. In addition, Newsela staff members undergo annual privacy and security training.

In accordance with the provisions of Section 4 of CT Public Act 16-189, in the event of an unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Newsela shall notify the local or regional board of education as soon as practicable, but no later than the period of time required in clauses (a) (1) or (2) of Section 4 of CT Public Act 16-189 (as applicable) after Newsela becomes aware of it.

Upon completion of the contracted services, and with the written request from the school or district that student information be deleted, Newsela shall delete the data. If no such request is received, personally identifiable information from pupil records will be destroyed in accordance with Newsela's Privacy Policy.

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Newsela shall work with the local or regional board of education to ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

The laws of the state of Connecticut shall govern the rights and duties of the parties with respect to this section of the Terms.

Should any provision of these Terms be held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Terms which can be given effect without the invalid provisions or application.

### **CONTACT INFORMATION**

We welcome your comments or questions about this Policy. Feel free to email us at [privacy@newsela.com](mailto:privacy@newsela.com). You may also contact us at our address: 620 8th Avenue, 21st Floor New York, NY 10018

### **CHANGES TO THIS PRIVACY POLICY**

We may change this Policy from time to time. If we make any changes to this Policy, we will change the Last Revised date above.

If we make material changes to this Policy, we will send a notice to the email address we have on file for the account holder. For material changes regarding use or collection of data, we will provide choices and additional information regarding the collection of such data before it is used in any manner inconsistent with the terms initially provided to users.

You are responsible at all times for providing to us your most current email address. Except as otherwise provided in this Policy, any changes to this Policy will be effective immediately for new users of the Site, App and Services.

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### **Newsela Child Privacy Policy**

We know how important it is to you to understand how your Child's personal information is collected and shared. We take your Child's privacy very seriously. This Children's Privacy Policy ("Children's Policy") describes how Newsela, Inc. and its related companies ("Newsela" or "We" or "Us") collect, use, and disclose personal information from students under the age of 13 who have been given access to the Services by their school or their parents (each, a "Child") and explains how each parent or guardian ("Parent" or "you") may request the deletion of, or place certain restrictions on the collection, use, and disclosure of, your Child's personal information. This Children's Policy applies to the Newsela websites available at [www.newsela.com](http://www.newsela.com), the Newsela mobile application, and any of our other websites or applications that post this Children's Policy (respectively the "Site" or "App"), and our services made available through the Site or App (together with the Site and the App, the "Services"). By submitting personal information through our Services, you expressly consent to the processing of your and your Child's personal information in the U.S. in accordance with this Children's Policy.

Our general Privacy Policy, available at <https://newsela.com/pages/privacy-policy/>, applies to all users of the Services who are 13 years of age or older. For clarity, this Children's Policy does not apply to users with Learner accounts, as individuals under the age of 13 are not eligible to register for or use Learner accounts.

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## **IMPORTANT NOTICE FOR SCHOOL USERS**

If your Child has been given access to the Services by the school your Child is affiliated with, this Children's Policy does not govern how your school might collect, use, or disclose your Child's information. Please consult with your school for more information about their privacy practices. In addition, your Child's information may be shared with your school or school district. Your school may choose to share, and we may share at their request, your Child's information with new administrators or teachers. We are not responsible for your school's collection, use, or disclosure of your Child's personal information or information shared at your school's request. Please contact your school to better understand your school's privacy practices.

## **PROTECTION OF STUDENT DATA**

When Newsela provides our Services to students, teachers and schools, our collection, use and disclosure of student data, including any personally identifiable information, is governed by and in compliance with our Terms of Use, any agreement with the school or district, and the provisions of the Family Educational Rights and Privacy Act ('FERPA'), the Children's Online Privacy Protection Act ('COPPA') and other applicable laws that may relate to the collection and use of personal information of students. If you have any questions about our collection and use of student data, please contact us at [info@newsela.com](mailto:info@newsela.com). If you have any questions about reviewing, modifying, or deleting the personal information of a student who accesses our Services through a school, please contact your school directly.

## **WHAT WE COLLECT**

We collect information about your Child in a variety of ways, such as information that your Child provides to us, information that your Child's school provides to us, information collected automatically through technology, information collected through the use of cookies and unique identifiers, and information collected through the use of third party analytics technologies. We may combine information we collect from you or your Child's teacher or school (see our general Privacy Policy) with information we collect from your Child.

### **Information Your Child Gives Us**

We collect any personal information your Child provides to us, including your Child's name, classroom affiliation, username, and password. We also collect information about how your Child interacts with the Services, including the articles that your Child reads, the types of articles your Child has expressed interest in, quiz-related information, responses your Child writes to teacher assignment prompts, how much time your Child spends reading the articles, and other performance related information. We also collect writing by your Child in many forms, including but not limited to their annotations and written responses to writing prompts. We may also collect information about your Child provided by your school.

### **Information about Your Child that Your Child's School Gives Us**

We collect personal information about your Child that your Child's school, school district and/or their administrators choose to provide to and share with us, directly and through third party service providers.

### **Information Automatically Collected from Your Child**

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We automatically collect information about your Child's computer or mobile device when your Child visits our Site or uses our App by using the technologies described below (collectively, "Tracking Tools"). Some of the information that may be collected when a user uses the Services, include, for example, computer or device operating system type, IP address, browser type, browser language, mobile device ID, device hardware type, the website or application visited or used before or after accessing our Services, the parts of the Services accessed, length of time spent on a page or using a feature, access times for a webpage or feature, and demographic information, such as gender and age range. These Tracking Tools help Newsela learn more about our users, such as their demographics and internet behaviors, so that we can improve our Services. For clarity, our third party business partners do not have access to Tracking Tools set by Newsela or on our Services except to the extent necessary to provide services to the Services.

**We do not behaviorally target advertising to Children on sites that are directed to Children or where Newsela has actual knowledge that a user is under 13. For more information about Newsela's Behavioral Advertising activities, please see [the section in our general Privacy Policy titled "Interest-based or Online Behavioral Advertising"](#).**

The following are Tracking Tools used by Newsela or its third party service providers in connection with the Services:

### COOKIES

We may automatically collect information using "cookies." Cookies are small data files stored on your Child's hard drive by a website. Among other things, cookies help us make our Services and your Child's experience better. We use cookies to see which parts and features of our Services are popular, to count visits to our Services and improve or tailor the Services to make them more relevant to your Child.

### UNIQUE IDENTIFIERS

We may use unique identifiers to track individual usage behavior on our Services, such as length of time spent on a particular page and pages viewed during a particular log-in period. The unique identifiers collect information about a Child's use of the Services on an individual basis. We use the information that we gather through unique identifiers to evaluate and improve the Services and its content, including, but not limited to, the effectiveness of certain materials on our Services and a Child's experience while using the Services.

### ANALYTICS AND OTHER TECHNOLOGIES

We use other technologies and analytics services (including Google Analytics) to help analyze how users use the Services. These analytics use cookies, digital images called web beacons, and other technological methods to collect and store information such as how often users visit the Services, what features they use, what pages they visit, what emails they open, and what other sites they used prior to and after visiting the Site. We use the information we get from analytics services to improve our Site, App, and our Services. Please see the following links for more information about Google Analytics and to opt-out: <http://www.google.com/policies/privacy/partners/> and <https://tools.google.com/dlpage/gaoptout>.

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## WEB BEACONS

Web beacons, or clear GIFs or pixel tags, are small graphic image files that can be embedded in web pages to collect information about a Child's use of our Services. The information collected by web beacons allows us to analyze use of the Services, such as how and how many people are using the Services.

## MOBILE DEVICE IDENTIFIERS

Mobile device identifiers are identifiers stored on a mobile device that may track a Child's mobile device, and data and activities occurring on and through it, as well as the applications installed on it. Mobile device identifiers enable collection of personal information (such as media access controls ) as well as non-personally identifiable information (such as usage and traffic data). As with other Tracking Tools, mobile device identifiers help Newsela learn more about our users' demographics and internet behaviors and operate and improve the Services.

### **How We Respond to Do Not Track Signals**

We do not currently respond to "do not track" signals or other mechanisms that might enable consumers to opt-out of tracking on our Services.

## **THIRD PARTY ACCOUNT CONNECTIONS**

If your Child chooses to log on or otherwise associate the Services with another third party account (for example, a Google Account), we may receive information from that third party site to make it easier for your Child to create an account on the Services and display relevant content. Any information that we collect from these third party accounts may depend on the privacy settings your Child has with that third party, so please consult their privacy and data practices.

## **USE OF PERSONAL INFORMATION**

We use information collected through our Services, or disclosed by your Child on our Site or App or in connection with our Services, for the purposes described in this Children's Policy. For example, we may use your and your Child's information to:

- understand your Child's performance in relation to others and to provide you and your Child with insight into their performance;
- understand your Child's preferences and to enhance your Child's experience and enjoyment using our Site, App and Services;
- operate, maintain, and improve our Site, App and Services;
- respond to comments and questions and provide customer service;
- send your Child related information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- communicate about promotions and other news about Services offered by us;
- protect, investigate, and deter against fraudulent, unauthorized, or illegal activity;
- link or combine with other personal information about your Child that we get from third parties such as your associated school, to help understand your Child's needs and provide your Child with better service; and
- provide services that your Child requests.

We will not use your Child's personal information in any way other than in connection with providing the Services, as described in this Children's Policy, or as directed by a teacher, parent/legal guardian or school.

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## SHARING OF PERSONAL INFORMATION

We do not share your or your Child's personal information other than as follows:

- with your school or school district at their request;
- with new teachers within a school that already uses Newsela or schools within a district that already uses Newsela;
- with third party service providers, consultants, and other service providers who perform services for us and need access to your or your Child's information to do that work in a manner consistent with this Children's Policy (for example, our web hosting provider, third party analytics service providers and purchase processors);
- to comply with laws or to respond to lawful requests and legal process;
- to protect the rights and property of Newsela, our agents, users, and others including to enforce our agreements, policies, and terms of use;
- in an emergency to protect the personal safety of its users or any person;
- in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company, in which case the company receiving the personal information would be obligated to follow this Children's Policy.

We may create, use, and disclose anonymized and aggregated data for our own purposes by excluding information (such as your Child's name) that makes the data personally identifiable to your Child. The purposes for which we may create, use, and disclose anonymized and aggregated data include, but are not limited to, conducting analysis and generating statistics regarding the use of our Site, App, and/or Services. Additionally, we may share your Child's personal information with new teachers who use the Services in their classrooms when your Child enrolls in such teachers' classes.

We may create and use anonymized and/or aggregated data for our own purposes by excluding information (such as your Child's name) that makes the data personally identifiable to you or your student. The purposes for which we may create and use anonymized and/or aggregated data include but are not limited to, conducting analysis and generating statistics regarding the use of our Site, App and/or Services.

We will not share your Child's personal information in any way other than in connection with providing the Services, as described in this Children's Policy, or as directed by a teacher or school.

We require our third party service providers not to use your Child's personal information other than to provide the services that we have requested. **We will not disclose your Child's personal information to any third party for that third party's own marketing purposes. Additionally, we will not knowingly use or disclose your Child's information (whether personal information or otherwise) for behavioral targeting of advertisements to your Child. We do not sell Children's personal information.** For clarity, we may make recommendations within or through the Services of features, tools, and content on the Services to students, including Children, based on their demographic information or activities on our Services. For example, we may suggest a text set to a student based on a previous one the student has read or based on the student's age or grade level.

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## INFORMATION CHOICES AND CHANGES

Below are some ways you can control the collection and use of your Child's information in connection with the Services. While we and others give you choices described in this policy, there are many ways web browser signals and other similar mechanisms can indicate your choice to disable tracking, and we may not be aware of or honor every mechanism.

### Information in the Services

You may change some of your or your student's personal information stored in the Services by following the directions on the Site or App. You may send requests about your or your student's personal information, including requests to change your or your student's contact preferences and update or correct your or your student's personal information, to our contact information below. In some cases, changes about a student's personal information may have to be executed by the student's school or teacher, and in such situations, we will attempt to assist you and the school or teacher with such efforts.

### Behavioral Advertising

Newsela does not behaviorally target advertising to Children on sites that are directed to Children or where Newsela has actual knowledge that a user is under 13. For more information about Newsela's Behavioral Advertising activities, please see [the section in our general Privacy Policy titled "Interest-based or Online Behavioral Advertising"](#).

However, if you would like to opt-out of certain mechanisms for tracking on a device or web browser used by your Child, including tracking of online activities over time and across different websites, you can use one or more of the options described above in the "Interest-Based and Behavioral Advertising" section of the general Privacy Policy. If you delete your Child's cookies, use a different browser or device, or buy a new computer, you or your Child will need to renew your opt-out choice.

### Disclosure

You may prohibit us from disclosing your Child's personal information with a third party by contacting us at the information provided below to opt-out of such disclosures in advance; provided that if you prohibit us from sharing your Child's personal information with your Child's school or our third party service providers, we may not be able to provide the Services to your Child. Additionally, you cannot prohibit us from sharing your Child's personal information when reasonably necessary to defend the rights or property of us, including our Services, or anyone else or as reasonably necessary to comply with relevant laws or respond to a legal request.

### Review

You may review your Child's personal information by logging into your Child's account or by sending us an email or postal mail at the address below.

### Retention

We will retain your Child's personal information, including after the school term in which your Child uses the Services, for only as long as is reasonably necessary to fulfill the purpose for which the information was collected. Generally, Newsela will delete a Child's personal information 4 years after the Child's last login to the Services.

### Deletion

You may request deletion of your Child's personal information by sending us an email or postal mail at the address below. IN SUCH CASE, WE WILL NO LONGER ALLOW YOUR CHILD TO USE THE SERVICES. We will delete your Child's information using

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reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion. When we delete a Child's personal information, it will be deleted from our active databases but we may retain an archived copy of your records as required by law or for legitimate business purposes.

### **Refusing Further Collection or Use**

You may at any time refuse to permit our further use or future online collection of your Child's personal information, by terminating your Child's account and directing us to delete your Child's personal information (as described above). IN EITHER CASE, WE WILL NO LONGER ALLOW YOUR CHILD TO USE THE SERVICES. We will not have any liability whatsoever for any termination of the account or related deletion of the Child's personal information. After termination, your Child will not be able to use his or her account anymore. Access to schoolwork associated with the account will no longer be available to your Child.

### **Reliance on Parental Instructions**

We may, and you authorize us to, rely on the instructions that we reasonably believe are given by you as a parent of your Child. For example, if a person calls our customer support number and provides the account information we request, we may assume that the person calling is the Child's parent. We will not be held liable for any disclosure made in good faith and following reasonable procedures in responding to a request for disclosure of a Child's personal information from such individual.

### **Emails**

You may "opt-out" of receiving our promotional emails by following the instructions in those emails. If you opt-out, we may still send you non-marketing emails. Non-marketing emails include emails about your Child's accounts and our business dealings with you and/or your Child. You may change some of your Child's personal information stored in the Services by following the directions on the Site or App. You may send requests about your Child's personal information, including requests to change your Child's contact preferences and update or correct your Child's personal information, to our contact information below. In some cases, changes about your Child's personal information may have to be executed by your Child's school or teacher, and in such situations, we will attempt to assist you and the school or teacher with such efforts.

### **Third Parties**

Please be aware that different rules might apply to the collection, use or disclosure of your Child's information by third parties in connection with their advertisements, promotions and other websites you encounter on the Internet. The use of such technology by these third parties, and their policies and practices regarding your information and their sites and services, is within their control and not Newsela's. Those parties may use the information they collect from your Child consistent with their own privacy policies, which we encourage you to carefully review.

### **SECURITY OF YOUR CHILD'S PERSONAL INFORMATION**

We encrypt the transmission of your Child's personal information using security measures designed to protect the security, privacy, confidentiality, and integrity of personal information against risks through the use of administrative, technological, and physical safeguards. We also take reasonable steps to release Children's personal information only to third parties who are capable of maintaining the confidentiality, security and integrity of such information, and who provide assurances that they will

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maintain the information in such a manner. Despite our efforts, however, third parties may still find ways to hack into the service and intercept data transmissions. Therefore, although we take security very seriously and work very hard on behalf of your Child's privacy, we cannot guarantee the security of your Child's information.

### **CONTACT INFORMATION**

We welcome your comments or questions about this Children's Policy. Feel free to email us at [privacy@newsela.com](mailto:privacy@newsela.com). You may also contact us at our address: 620 8th Avenue, 21st Floor New York, NY 10018

### **CHANGES TO THIS CHILDREN'S POLICY**

We may change this Children's Policy from time to time. If we make any changes to this Children's Policy, we will change the Last Revised date above.

If we make material changes to this Children's Policy, we send a notice to the email address we have on file for the accountholder, which may include your Child's teacher. For material changes regarding use or collection of data, we will provide choices and additional information regarding the collection of such data before it is used in any manner inconsistent with the terms initially provided to users.

Except as otherwise provided in this Children's Policy, any changes to this Children's Policy will be effective immediately for new users of the Services. You are responsible at all times for providing to us your most current email address.