

## Customer Agreement

This Customer Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between The School Board of Broward County, Florida (“SBBC”), with offices at 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and Curriculum Associates, LLC (“Curriculum Associates”), with offices at 153 Rangeway Road, North Billerica, MA 01862.

1. **License.** Curriculum Associates hereby grants the SBBC a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading (the “Product”) for which the SBBC has paid the license fees set forth in section 4 below, and solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement.
2. **Term.** This Agreement shall take effect upon the execution of this Agreement by both parties, and shall expire as of September 14, 2022 (the “Effective Date”), unless earlier terminated in accordance with section 11 hereof. The term of the Agreement may, by mutual agreement between the SBBC and Curriculum Associates in writing in the form of a written amendment to this Agreement, be extended for one (1) additional one (1) year period; provided, however, that any extension beyond the initial two-year term shall be upon mutual agreement of the parties and at Curriculum Associates’ then current prices.
3. **Scope of Work.** Curriculum Associates hereby grants SBBC licenses and access to its I-Ready software programs, as specifically outlined in **Exhibit A**, for the entire term of this Agreement. Additionally, Curriculum Associates shall have three (3) of its Professional Development Specialists provide SBBC with training for any and all district K-8 Teachers, district Instructional coaches who are employees of SBBC (“Coaches”), and district School Leaders as specifically outlined below, in a virtual format and platform or live/in person format, as determined by the SBBC. During the term of this Agreement, Curriculum Associates’ three full-time Professional Development Specialists will deliver services to SBBC for thirty-two (32) weeks, at average of four (4) sessions per week, for a minimum total of three hundred and eighty-four (384) days. Curriculum Associates may utilize various Professional Development Specialists to fulfil the three (3) full-time Professional Development Specialists.
  - (a) For district/school-based Teachers K-8 – five (5), sixty (60) minute centralized sessions based upon grade-level and/or subject on the following topics by no later than the following respective dates:
    - i. Getting Good Data and Preparing for the Diagnostic from Home: This session is the integral first step for educators to begin implementing i-Ready and building a classroom data culture with students. After taking the i-Ready Diagnostic themselves, educators will learn how to administer the Diagnostic for reliable student data and why that unlocks the power of the Diagnostic to drive differentiated instruction. Then educators will further explore getting started with i-Ready Personalized Instruction. i-Ready Veteran Educators will learn and share best practices for administering the Diagnostic refocusing on getting reliable results. New i-Ready reports that allow educators to address prerequisites skills to meet grade-level needs and other updates to i-Ready will be addressed in this session. Curriculum Associates shall provide SBBC with the Getting Good Data and Preparing for the Diagnostic from Home training by no later than October 15, 2020. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
    - ii. Planning for Unfinished Learning using Diagnostic 1 Data: Educators will analyze their data to prioritize needs to address unfinished learning. Using enhanced placement levels and/or

the Prerequisites report, educators will have a more detailed picture of student needs to intervene and scaffold grade-level instruction. They will utilize i- Ready resources to plan for differentiated instruction to accelerate student progress. Curriculum Associates shall provide SBBC with the Planning for Unfinished Learning using Diagnostic 1 Data training by no later than November 20, 2020. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.

- iii. Goal Setting for Diagnostic 2 and Monitoring and Responding to Personalized Instruction: Educators will use data from Diagnostic 1 to engage students in the learning and set goals with students for Diagnostic 2 performance and growth. They will use the Personalized Instruction by Lesson report to monitor and respond to online instruction. Curriculum Associates shall provide SBBC with the Goal Setting for Diagnostic 2 and Monitoring and Responding to Personalized Instruction training by no later than January 8, 2021. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
- iv. Moving Forward with Grade-Level Instruction to Help All Learners Succeed: Educators will analyze and respond to their students' growth after Diagnostic 2 to strengthen their data culture and practices. They will analyze their data to understand student growth and performance at midyear and will use this data to drive a deeper analysis of multiple data sources to develop a plan targeted to meet both whole class and student needs. Curriculum Associates shall provide SBBC with the Moving Forward with Grade-Level Instruction to Help All Learners Succeed training by no later than March 31, 2021. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
- v. Using Data to Maximize Instruction for End-of-Year and State Test Success: Educators will utilize the Florida Standards Report and Diagnostic 2 data to prioritize standards for instructional planning. Curriculum Associates shall provide SBBC with the Using Data to Maximize Instruction for End-of-Year and State Test Success training by no later than June 18, 2021. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
- vi. Additional topic-focused sessions as specifically requested by SBBC based upon its needs (e.g. Tools for Scaffolding Comprehension, Mathematics Prerequisites Tools, Oral Reading, Fluency, Close Reading, Growth Monitoring, Standards Mastery, etc.).

(b) For and district/school-based Instructional Coaches – three (3), sixty (60) minute centralized sessions based upon grade-level and/or subject on the following topics by no later than the following respective dates:

- i. Planning for Unfinished Learning using Diagnostic 1 Data: Coaches will analyze school data to prioritize needs to address unfinished learning trends within subjects and grade levels. Using enhanced placement levels and/or the Prerequisites report, coaches will have a more detailed picture of school needs to intervene and provide support to teachers. Curriculum Associates shall provide SBBC with the Planning for Unfinished Learning using Diagnostic 1 Data training by no later than October 31, 2020. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
- ii. Moving Forward with Grade-Level Instruction to Help All Learners Succeed: Coaches will analyze and respond to their school and grade-level growth after Diagnostic 2 to strengthen their data culture and practices. They will analyze school data to understand growth and performance at midyear and will use this data to amend their plan to meet grade and class-level needs. Curriculum Associates shall provide SBBC with the Moving Forward with Grade-Level Instruction to Help All Learners Succeed training by no later than March 31, 2021. Should Curriculum Associates require additional time, then they must request

- iii. additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
    - iii. Using Data to Maximize Instruction for State Test Success: Coaches will look for grade-level and domain trends to prioritize standards and skills for state test and end-of-year success. Curriculum Associates shall provide SBBC with the Using Data to Maximize Instruction for State Test Success training by no later than July 15, 2021.
    - iv. District/school-based Coaches may participate in all sessions provided to district Teachers.
    - v. Additional topic-focused sessions as specifically requested by SBBC based upon its needs (e.g. Tools for Scaffolding Comprehension, Mathematics Prerequisites Tools, Oral Reading, Fluency, Close Reading, Growth Monitoring, Standards Mastery, etc.). Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
- (c) For District School Leaders – three (3), sixty (60) minute centralized sessions based upon grade-level and/or subject on the following topics by no later than the following respective dates:
  - i. Getting Good Data and Preparing for the Diagnostic from Home for School Leaders: School Leaders will learn best practices for jump starting a successful i-Ready implementation and begin data chats. Curriculum Associates shall provide SBBC with the Getting Good Data and Preparing for the Diagnostic from Home for School Leaders training by no later than October 15, 2020. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
  - ii. School Data Chats #1: In conjunction with previously created school goals or the school improvement plan, leaders will set or amend goals based on Diagnostic 1 data, determine questions for their own data inquiry based on analysis of student performance, and establish a tactical plan to ensure yearly goals are met. Curriculum Associates shall provide SBBC with the School Data Chats #1 training by no later than October 31, 2020. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
  - iii. School Data Chats #2: Leaders will analyze and respond to growth after the 2nd Diagnostic and amend their plans to ensure yearly goals are met. Curriculum Associates shall provide SBBC with the School Data Chats #2 training by no later than March 31, 2021. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
  - iv. District School Leaders may participate in all sessions provided to district Teachers and district /school-based Instructional Coaches.
  - v. Additional topic-focused sessions as specifically requested by SBBC based upon its needs (e.g. Tools for Scaffolding Comprehension, Mathematics Prerequisites Tools, Oral Reading, Fluency, Close Reading, Growth Monitoring, Standards Mastery, etc.).
- (d) For District Leaders - four (4), sixty (60) – one hundred twenty (120) minute centralized sessions based upon grade-level and/or subject on the following topics by no later than the following respective dates:
  - i. Planning for a Common Vision for Implementation and Planning for a Diagnostic from Home: District leadership will participate in this session to create a common vision for a strong implementation, discuss professional development plans, and create overarching goals and priority areas for the upcoming academic year. Curriculum Associates shall provide SBBC with the Planning for a Common Vision for Implementation and Planning for a Diagnostic from Home training by no later than October 15, 2020. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
  - ii. Beginning-of-Year Review: Implementation Service Team will facilitate a personalized session to review i-Ready Diagnostic 1 data, celebrate successes and collaborate on support for growth opportunities. Curriculum Associates shall provide SBBC with the Beginning-of-

Year Review training by no later than October 31, 2020. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.

- iii. Mid-Year Review: Implementation Service Team will facilitate a personalized session to review i-Ready Diagnostic 2 data, celebrate successes and collaborate on support for 2nd semester growth opportunities. Curriculum Associates shall provide SBBC with the Mid-Year Review training by no later than March 31, 2021. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
- iv. End-of-Year Review Data Dive and Reflection: Implementation Service Team will facilitate a personalized session to review i-Ready Diagnostic 3 data, celebrate successes and make plans for the upcoming school year. Curriculum Associates shall provide SBBC with the End-of-Year Review Data Dive and Reflection training by no later than July 15, 2021. Should Curriculum Associates require additional time, then they must request additional time in writing; and SBBC, at its sole discretion may grant such extension of time.
- v. District Leaders may participate in all sessions provided to district/school-based Instructional Coaches and District School Leaders.
- vi. Additional topic-focused sessions as specifically requested by SBBC based upon its needs.

(e) Within ten (10) calendar days of the date of this Agreement, Curriculum Associates shall provide SBBC with written documentation of each and every upcoming training session listed in this Agreement. Such written documentation shall include the following: date, time, school, session title, and targeted audience. Curriculum Associates shall provide SBBC with written updates to said written documentation monthly until September 14, 2021.

(f) On the first and third Friday of each month from the beginning of the Term of this Agreement until September 14, 2021, Curriculum Associates shall provide SBBC with written documentation of completion of any and all the training sessions. Such written documentation shall include the following: school name, date, time, session title, and names of participants in attendance. Curriculum Associates shall provide SBBC with written updates to said written documentation bi-weekly until September 14, 2021.

(g) Office Hours: From 8 a.m. to 5:00 p.m. Eastern Standard Time, Curriculum Associates shall allow SBBC staff to call Curriculum Associates at 954-837-3554 with any and all questions related to the licenses and services under this Agreement.

#### 4. Pricing and Payment.

(a) Pricing. The total cost of the licenses that Curriculum Associates will provide to SBBC that are listed in **Exhibit A**, throughout the two (2) year term of this Agreement, is Six Million, Two Hundred Twelve Thousand, Forty-Four Dollars and 80/100 Cents (\$6,212,044.80). The total cost for the Professional Development training described in section 3 of this Agreement that Curriculum Associates will provide to SBBC, throughout the first year of the term of this Agreement, is Four Hundred Fifty Thousand Dollars and 00/100 Cents (\$450,000.00) (which includes the cost of three (3) Curriculum Associates Professional Development Specialists at One Hundred Fifty Thousand Dollars and 00/100 Cents per Curriculum Associates Professional Development Specialist).

(b) Payment. The SBBC will provide Curriculum Associates a valid purchase order within ten (10) calendar days of signing this Agreement. Curriculum Associates shall provide SBBC with a proper and appropriate invoice in the amount of Six Million, Six Hundred Sixty-Two Thousand, Forty-Four Dollars and 80/100 Cents (\$6,662,044.80); and SBBC will provide payment to Curriculum Associates within thirty (30) calendar days of receipt of same invoice. If Curriculum Associates does not provide SBBC with all of the licenses in section 3 above for the full term of the Agreement, then, by September 14, 2022, Curriculum Associates shall remit to SBBC a pro rata refund of the fee(s) paid for each license(s) that it does not provide to SBBC based upon the rates outlined in **Exhibit A**. If Curriculum Associates does not provide SBBC with all of the training outlined in section 3 above, then, by October 15, 2021,

Curriculum Associates shall remit to SBBC a pro rata refund of the fee(s) for each of the prepaid training session(s) less than three hundred and eighty-four (384) training sessions that it does not provide to SBBC at a rate of One Thousand One Hundred Seventy One Dollars and 88/100 Cents (\$1,171.88) per training session.

5. **Copyright and Proprietary Rights.** The Product and the content contained therein is the sole property of Curriculum Associates and its licensors and is protected by United States and International Copyright laws. All copyright, trademark and other proprietary rights in the Product and in the software, text, graphics, design elements, audio, music and all other materials contained in i-Ready® are reserved by Curriculum Associates and its licensors. The SBBC may not use the Product in any manner that infringes the proprietary rights of any person or entity.
6. **Data Ownership and Security.** In connection with the SBBC's use of the Product, the SBBC will be asked to provide Curriculum Associates with data about the SBBC's students. The SBBC represents and warrants that the SBBC has the right to provide Curriculum Associates with all of the data the SBBC inputs into the Product. As the SBBC's students use the Product, data will be generated about students' usage, performance and progress. Both the information the SBBC inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data". The SBBC shall own all right, title and interest in and to the Customer Data. However, the SBBC hereby grants Curriculum Associates: (a) a limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to the Product available to the SBBC and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with the Family Education Rights Privacy Act ("FERPA"). For purposes of this Agreement, "De-identified Data" means data generated by the usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. All Customer Data held by Curriculum Associates will be made available to the SBBC upon the SBBC's written request.

Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the SBBC. A full description of the security measures that Curriculum Associates takes is set forth in Curriculum Associates' Data Handling Policy attached as **Exhibit B**. In the event of a conflict between the provisions of this Agreement and **Exhibit B**, the provisions of this Agreement shall take precedence.

7. **Access to the Product.** The SBBC's authorized users will need valid usernames and passwords to access the Product. The SBBC is responsible for the integrity and security of these usernames and passwords. The SBBC will advise Curriculum Associates immediately if any of the SBBC's usernames and/or passwords have been compromised. Curriculum Associates will make the Product available to the SBBC twenty-four (24) hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the SBBC reasonable notice where possible and which Curriculum Associates shall schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associates' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.
8. **Limitations of Use.** The SBBC shall not, nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Product; (b) modify, copy, translate or create derivative works based on the Product or any of the

content contained therein; (c) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Product; (d) use the Product for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the SBBC's organization; or (e) remove any proprietary notices from the Product.

The SBBC may not reproduce, upload, post, transmit, download or distribute any part of the Product content or information, or information accessed at other sites through links made from the Product, other than printing out or downloading portions of the text and images for use in connection with the work of the SBBC's organization. If the SBBC's users leave the Product via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the SBBC's use of that third party site will be governed by that site's terms of use, not this Agreement.

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

9. **Service.** If the Price Quote includes the provision of professional development and/or training services (the "Service"), Curriculum Associates shall provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates shall provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.
10. **Limitation of Warranties and Liability.** **EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE SBBC'S REQUIREMENTS, WILL BE ACCURATE OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT DAMAGE OR INDIRECT LOSS OF ANY KIND ARISING OUT OF OR RELATED TO USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. NOTWITHSTANDING THE ABOVE LANGUAGE, CURRICULUM ASSOCIATES WARRANTS THAT THE MATERIALS WILL PERFORM AS REPRESENTED IN THIS AGREEMENT AND CURRICULUM ASSOCIATES SHALL CORRECT ANY PRODUCT NON-CONFORMANCE, DEFECT OR SOFTWARE ERROR OR BUG DURING THE TERM OF THIS AGREEMENT AT NO COST TO SBBC.**
11. **Termination.** Curriculum Associates reserves the right to terminate this Agreement at any time during the Term if the SBBC does not comply with the terms of this Agreement. SBBC may terminate this Agreement with or without cause during the term hereof upon thirty (30) calendar days written notice to Curriculum Associates. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any goods and services scheduled to be delivered after the effective date of such termination.
12. **Notice.** Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

**Curriculum Associates, LLC**

153 Rangeway Road

North Billerica, MA 01862

Attention: Jill Bradford, Vice-President, General Counsel

jbradford@cainc.com

**The School Board of Broward County, Florida**

Superintendent of Schools  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a copy to:

**The School Board of Broward County, Florida**

600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Attention: Dan Gohl, Chief Academic Officer  
daniel.gohl@browardschools.com

Notices may be provided by electronic mail.

- 13. Choice of Law and Jurisdiction.** This Agreement and all of the rights and obligations of the parties shall be governed by the Laws and Courts 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.
- 14. Entire Agreement.** This document and all exhibits, attachments and subsequent SBBC purchase orders, represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.
- 15. SBBC Disclosure of Education Records.**
- (a) Curriculum Associates is considered a “school official” with a legitimate educational interest to receive the types of information from SBBC student education records listed in this section for the purposes listed in this section. 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) or over is needed for any types or purposes of disclosures of education records beyond those listed above.
- (b) SBBC will provide Curriculum Associates with the education records identified in section 15(c) below, in a time, place, and manner agreed upon between the parties through the District’s integration system, and for the following purposes:
- i. To register/create an account for each user;
  - ii. To provide the Product(s) and Services in this Agreement; and,
  - iii. For Curriculum Associates to create progress reports for administrators and teachers.
- (c) SBBC will provide Curriculum Associates with the following education records for the purposes listed herein:
- i. Student first and last name;
  - ii. Student date of birth;
  - iii. Student gender;
  - iv. Student ethnicity or race;
  - v. Student identification number;
  - vi. Student grade level;
  - vii. Teacher first and last name;

- viii. Teacher email address;
  - ix. Teacher personnel number;
  - x. School name/identification number (ID);
  - xi. English language learner status (if provided by SBBC); and
  - xii. Student with Disability status (if provided by the SBBC).
- (d) In addition to the Education Records listed in this section, Curriculum Associates will have access to all responses by students into Curriculum Associates' Product, as Curriculum Associates' stores and maintains this information.
- (e) Except as otherwise provided herein, the requirements of this section shall supersede any uses of student information as listed in Curriculum Associates' privacy policies.
- (f) For the avoidance of doubt, SBBC hereby grants CA a perpetual, royalty free license to use De-identified Data (as defined in section 6 above) for product development, research and other purposes consistent with the Family Educational Rights and Privacy Act (FERPA), which shall not be considered education records.

**16. Curriculum Associates Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, Curriculum Associates shall:
- i. 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 applicable state or federal law or regulation regarding the confidentiality of student information and records;
  - ii. hold any education records in strict confidence and not use or redisclose same except as required or permitted by this Agreement or as required or permitted by law unless the SBBC or the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - iii. 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;
  - iv. 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;
  - v. utilize the education records solely for the purposes of providing Products and Services as contemplated under this Agreement or as expressly authorized hereunder; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - vi. notify SBBC immediately 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;
  - vii. 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;
  - viii. assist SBBC in preparing and reimburse SBBC any direct costs incurred by SBBC in preparing and distributing any and all required breach notifications under Federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - ix. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - x. 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
- xi. Except with respect to De-identified Data, 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 in accordance with AWS' data destruction practices which are NIST compliant, except for backup data which is automatically created for disaster recovery purposes, which data shall be subject to the confidentiality obligations herein and destroyed pursuant to Curriculum Associates' data handling policy, consistent with industry standards.

(b) Except for De-identified Data as set forth above in section 6, 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) Curriculum Associates 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 16, 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.

#### **17. SBBC Disclosure of Employee Records.**

(a) SBBC will provide Curriculum Associates with the employee records identified in section 17(b), in a time, place, and manner agreed upon between the parties through the District's integration system, and for the following purposes:

- i. To register/create an account for each user;
- ii. To provide the Product(s) and Services in this Agreement (including Teacher technical support); and,
- iii. For Curriculum Associates to create progress reports for administrators and teachers.

(b) SBBC will provide Curriculum Associates with the following employee records for the purposes listed herein:

- i. Teacher first and last name;
- ii. Teacher email address;
- iii. Teacher personnel number;
- iv. School name/identification number (ID);

(c) In addition to the employee records listed in this section, Curriculum Associates will have access to all responses by students into Curriculum Associates' Product, as Curriculum Associates' stores and maintains this information.

(d) Except as otherwise provided herein, the requirements of this section shall supersede any uses of employee records as listed in Curriculum Associates' privacy policies.

(e) For the avoidance of doubt, SBBC hereby grants CA a perpetual, royalty free license to use De-identified Data (as defined in section 6 above) for product development, research and other purposes consistent with the public records law, which shall not be considered education records.

#### **18. Curriculum Associates Confidentiality of Employee Records.** Notwithstanding any provision to the contrary within this Agreement, Curriculum Associates 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) assist SBBC in preparing and reimburse SBBC any direct costs incurred by SBBC in preparing and distributing, any and all required notifications, under Federal and Florida Law, 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.

**19. Curriculum Associate's Rediscovery of SBBC Education Records and Employee Records.** Curriculum Associates will redisclose SBBC Education Records to the following third parties:

(a) Cloud IaaS Providers. Amazon Web Services (AWS) is a provider of infrastructures and services. Although data is stored in datacenters managed by AWS, Curriculum Associates maintains sole ownership of its encryption keys and access controls. The purpose of data collection and processing is to provide our products and services, including usage and progress reports for teachers and administrators. The data is encrypted and AWS cannot access the data stored there.

Data stored/processed:

- i. Student first and last name;
- ii. Student date of birth;
- iii. Student gender;
- iv. Student ethnicity or race;
- v. Student identification number;
- vi. Student grade level;
- vii. Teacher first and last name;
- viii. Teacher email address;
- ix. Teacher personnel number;
- x. School name/ID;
- xi. English language learner status (if provided by District); and
- xii. Student with Disability status (if provided by the district).

(b) Third Party Product Support. Learnosity provides hosted support of the Instructional Standards Mastery (ISM) aspect of i-Ready Assessment.

In addition to the records listed in section 19 (a) above, the following information will be created/collected during Product use:

- (i) Student usage information; and,
  - (ii) Student activity and assessment performance and scores
- (c) Embedded Help and Analytics for Teacher/Administrator Portal: Pendo.io provides web analytics for the teacher/administrator tools only. It also provides functionality for in-product training and tutorials, as well as help tips and feedback mechanisms.

Data stored/processed:

- (i) Teacher unique identifiers/Administrator;

In addition to the records listed in section 19 (a) above, the following information will be created/collected during product use:

- (ii) Teacher/Administrator state, account identification and account configuration; and,
- (iii) Teacher/Administrator usage information.

(d) Web Analytics. Google Analytics provides account-level web

analytics. Data Shared/Processed:

- (i) No personally identifiable information, but they may process school ID and account ID.

In addition to the records listed in section 19 (a) above, the following information will be created/collected during product use:

- (ii) Teacher/Administrator usage and page views within the web portal.

(e) Single Sign-On. Only when schools elect to use a Single Sign-On (SSO) providers (e.g., Clever, ClassLink, etc.) are SSO identifiers collected and used. SSO IDs are used in lieu of username/password credentials for authentication and are only shared with the respective SSO provider as required for authentication.

Data stored/processed:

- (i) Student ID No.

(f) Internal Reporting Solution: Domo, Inc. provides hosted business intelligence and analytical solutions to help Curriculum Associates create visualizations and dashboards to better manage our operations and serve our schools and districts, including Teacher technical support. All data is encrypted in motion and at rest, as well as all access is controlled through employees' network credentials and our identify management provider. Specific access to data is controlled and managed through the Domo application itself.

*Data Stored/Process:*

- (i) Teacher email addresses
- (ii) Teacher first and last name
- (iii) No student level or other PII information is stored in the Domo environment.

**20. Third Party Confidentiality of Education Records and Employee Records.** For any and all education records or employee records of SBBC that Curriculum Associates rediscloses to any and all entities with which it contracts or utilizes and who will have access to such education records or employee records ("third parties") pursuant to the terms of this Agreement, Curriculum Associates shall ensure that those third parties comply with the terms of this Agreement, including but not limited to sections 16, 18 and 19 of this Agreement. Curriculum Associates shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

**21. FSA Linking Study:** District agrees to participate in a correlation study to be conducted by Curriculum Associates. The correlation study may involve data collection by a third-party research partner on behalf of Curriculum Associates (currently Educational Research Institute of America, Inc., d/b/a ERIA) (such third party is, the "Research Partner"). In order to participate in the correlation study, Curriculum Associates will need to provide certain student data to Research Partner. Therefore, District hereby acknowledges and agrees as follows:

- (a) Curriculum Associates is in the possession of data and information, including test scores, showing student performance on its proprietary i-Ready® assessments in reading and math (the "Customer

Data”).

(b) District has executed or will execute a data-sharing agreement with Research Partner to allow for the Research Partner to receive and to analyze statewide assessment data and standardized test data.

(c) District hereby authorizes Curriculum Associates to provide the Customer Data to Research Partner to allow Research Partner to undertake a research project correlating the Customer Data to student performance on statewide assessments and standardized tests.

(d) District acknowledges and agrees that this sharing of Customer Data is at the request of District, and District hereby consents to the provision of such data to Research Partner by Curriculum Associates a secure means as reasonably agreed upon by Curriculum Associates and Research Partner.

(e) District acknowledges and agrees that Research Partner shall be responsible for the Customer Data while it is in its possession and control. Curriculum Associates shall have no liability or responsibility for any unauthorized disclosures of Customer Data, corruption of Customer Data, or data security breaches that occur as a result of the actions or inactions of Research Partner.

(f) Curriculum Associates shall only be responsible for Customer Data that is in its possession or control. Nothing in this Agreement shall in any way limit the obligation of Curriculum Associates to protect and preserve Customer Data that is in its possession or control.

**22. Inspection of Curriculum Associates’ Records by SBBC.** Curriculum Associates 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 Curriculum Associates 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 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 Curriculum Associates 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 and subject to Curriculum Associates’ confidentiality obligations to its other customers.

(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 Curriculum Associate’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 Curriculum Associates pursuant to this Agreement.

(b) Notice of Inspection. SBBC’s agent or its authorized representative shall provide Curriculum Associates 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 reasonable access to Curriculum Associates’ facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by Curriculum Associates 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 Curriculum Associates’ 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 Curriculum Associates in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC’s audit shall be paid by Curriculum Associates. If the audit discloses billings or charges to which Curriculum Associates is not contractually entitled, Curriculum Associates shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor’s Records. If applicable, Curriculum Associates shall require any and

all subcontractors and material suppliers (hereafter referred to as “Payees”) providing services or goods directly to or retained specifically for the benefit of SBBC with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Curriculum Associates 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 Curriculum Associates pursuant to this Agreement and such excluded costs shall become the liability of Curriculum Associates. For the purposes of this Agreement, subcontractors shall not include Curriculum Associates’ third party cloud hosting provider and vendors used in the ordinary course of business who do not provide services directly to or for the benefit of SBBC.

(g) Inspector General Audits. Curriculum Associates shall comply and cooperate immediately 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.

**23. Insurance Requirements.** Curriculum Associates shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Curriculum Associates 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) Professional Liability/Technical Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this contract. Deductible/SIR not to exceed \$50,000.

(c) Workers’ Compensation. Florida Statutory limits in accordance with Chapter 440; Employer’s Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Owned, Non-Owned and Hired Auto Liability 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 shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated 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 an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 calendar days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies.

(g) Email certificates to [certificates-browardschools@riskworks.com](mailto:certificates-browardschools@riskworks.com). Please include the Contract # and Title on the Certificate of Insurance.

**Certificate Holder:** The School Board of Broward County,  
Florida  
600 Southeast Third Avenue,  
Fort Lauderdale, Florida 33301

(h) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

- i. The School Board of Broward County, FL, its members, officers, employees and agents are added as *additional insured*.
- ii. All liability policies are *primary* of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

(i) Cancellation of Insurance. Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(j) The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the

term of this agreement.

**24. Limitation of Liability:** Notwithstanding any other provision in this Agreement, this section shall take precedence and 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.

(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 for any damages resulting from said negligence.

(b) By Curriculum Associates: Curriculum Associates agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Curriculum Associates, its agents, servants or employees; the equipment of, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Curriculum Associates or the negligence of Curriculum Associates' 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 Curriculum Associates, SBBC or otherwise.

**25. Background Screening.** Curriculum Associates 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 Curriculum Associates or its personnel providing any services under the conditions described in the previous sentence. Curriculum Associates 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 Curriculum Associates and its personnel. The parties agree that the failure of Curriculum Associates 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. Curriculum Associates agrees to defend, 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 Curriculum Associates' failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

**26. Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Curriculum Associates 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, Curriculum Associates 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. Curriculum Associates 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 Curriculum Associates does not transfer the public records to SBBC. Upon completion of the Agreement, Curriculum Associates shall transfer, at no cost, to SBBC all public records in possession of Curriculum Associates or keep and maintain public records required by SBBC to perform the services required under the Agreement. If

Curriculum Associates transfers all public records to SBBC upon completion of the Agreement, Curriculum Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Curriculum Associates keeps and maintains public records upon completion of the Agreement, Curriculum Associates 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.**

27. **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.
28. **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be 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.
29. **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.
30. **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.
31. **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.
32. **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.

- 33. Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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 the Termination provision within this Agreement.
- 34. 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.
- 35. 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.
- 36. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 37. 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, except that Curriculum Associates may assign this Agreement without consent, in connection with the sale or transfer of all or substantially all of the outstanding assets of Curriculum Associates. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC. Should Curriculum Associates sell or transfer all or substantially all of the outstanding assets of Curriculum Associates, then it shall immediately notify SBBC; and SBBC shall have the right to terminate this Agreement pursuant to section 11 of this Agreement.
- 38. 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.
- 39. Severability.** In the event that 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.
- 40. 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.

41. **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.
42. **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.
43. **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.
44. **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.
45. **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.
46. **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.
47. **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.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**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 Curriculum Associates:**

(Corporate Seal)

**CURRICULUM ASSOCIATES, LLC**

ATTEST:

By [Signature]  
Signature

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

Printed Name: Robert Waldron

-or-

Title: Chief Executive Officer

[Signature]  
Witness

[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 Massachusetts

COUNTY OF Middlesex

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this September 10, 2020 (date) by Robert Waldron (name of officer or agent, title of officer or agent) of Curriculum Associates, LLC (name of corporation acknowledging), a Massachusetts (state or place of incorporation) limited liability company, on behalf of the company. He/she is  personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this 10th day of September, 2020.

My Commission Expires: June 26, 2026

[Signature]  
Signature – Notary Public

Jillian de la Flor  
Notary's Printed Name

N/A

\_\_\_\_\_  
Notary's Commission No.

(SEAL)



# Curriculum Associates®

Product	List Price	Net Price
i-Ready	\$8,308,056.00	\$6,212,044.80
Professional Development	\$450,000.00	\$450,000.00
	List Total:	\$8,758,056.00
	Savings:	\$2,096,011.20
	Shipping/Tax/Other:	\$0.00
	Total:	\$6,662,044.80

Prepared For:  
 Dan Gohl  
 Broward Co Public Schools  
 7720 W Oakland Park Blvd,  
 Sunrise, FL 33351  
 daniel.gohl@browardschools.com

Your Representative:  
 Laura Quintana 954-837-  
 3554  
 lquintana@cainc.com

i-Ready					
Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 1201 or more Students 2 Years	15012.0	22	\$56,640.00	\$45,312.00	\$996,864.00
i-Ready Assessment and Personalized Instruction Math and Reading Site License 200 or fewer Students 2 Years	15007.0	1	\$14,112.00	\$11,289.60	\$11,289.60
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 2 Years	15008.0	4	\$23,654.40	\$18,923.52	\$75,694.08
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 2 Years	15009.0	23	\$33,580.80	\$26,864.64	\$617,886.72
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 2 Years	15010.0	90	\$39,552.00	\$31,641.60	\$2,847,744.00
i-Ready Assessment and Personalized Instruction Math and Reading Site License 801-1200 Students 2 Years	15011.0	41	\$50,688.00	\$40,550.40	\$1,662,566.40
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (2 Years)	27940.0	181	\$3,000.00	\$0.00	\$0.00
i-Ready Subtotal:					\$6,212,044.80

Professional Development					
Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Prof Dev Onsite Full Time Consultant 1 Year	15288.0	3	\$150,000.00	\$150,000.00	\$450,000.00
Professional Development Subtotal:					\$450,000.00

Total	
List Total:	\$8,758,056.00
Savings:	\$2,096,011.20
Merchandise Total:	\$6,662,044.80
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
<b>Total:</b>	<b>\$6,662,044.80</b>

Special Notes

## Curriculum Associates®

### i-Ready® Platform

#### Data Handling and Privacy Statement

Last Updated: June 10, 2020

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

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

Student Data Obtained and Collected. Curriculum Associates receives certain information, which we receive pursuant to the school official exception under FERPA, from its school district customers to enable students to use i-Ready. The following information is generally provided to Curriculum Associates for each student user of i-Ready: student first and last name, date of birth, gender, ethnicity or race, student school or class enrollment, student grade level, teacher name and, English language learner status. When students use i-Ready, certain assessment results and usage metrics are also created. These results and usage metrics are used by Curriculum Associates as described below. While teachers and school administrators are able to access student information and related i-Ready usage data, this information is not made available to other students or the public.

Note that Curriculum Associates does not solicit personally identifiable information directly from students—all student information is provided by school district customers or created through the use of the i-Ready platform.

Use of Student Data. Curriculum Associates only uses student data for education-related purposes. Curriculum Associates only uses student-identifiable data provided by schools and/or school districts to make i-Ready available to that particular student, and to provide related reports and services to that student's school and school district and its teachers and administrators. Curriculum Associates uses student data collected from the use of i-Ready for the purpose of making i-Ready available to its customers and improving its content and effectiveness. Curriculum Associates provides reporting capabilities to its educator customers, and these reports are generated based on collected i-Ready usage information. This usage data may also be used on an aggregated basis to allow Curriculum Associates' account management, customer service and tech support teams to provide services that more specifically meet the needs of our educator customers. Curriculum Associates collects and uses aggregated, de-identified student data for core product functionality to make i-Ready a more effective,

adaptive product. “De-identified student data” refers to data generated from usage of i-Ready from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. Curriculum Associates also uses de-identified student data for research and development purposes, including analyzing the efficacy of i-Ready. While some of this work is done internally, Curriculum Associates does share de-identified data with trusted third-party research partners as part of these research initiatives. Curriculum Associates does not attempt to re-identify de-identified student data and takes reasonable measures to protect against the re-identification of its de-identified student data. It also prohibits its research partners from attempting to re-identify de-identified student data. Curriculum Associates does not sell student data or otherwise share student identifiable data with third parties. Curriculum Associates does not include advertisements within i-Ready nor does it use student data for targeted advertising in any manner.

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

Educator Data. Curriculum Associates also collects the following information about educators that use the i-Ready platform: name, school or district affiliation, grade level teaching, and email address. Curriculum Associates uses this information for account registration and maintenance purposes. Curriculum Associates also records when educator account logins are created, and when educators log in and out of the i-Ready platform. Curriculum Associates utilizes a third-party service provider to host professional-development content for educators in a learning-management system (LMS). For any educator who utilizes that content, Curriculum Associates and/or the educator will provide certain i-Ready account information to its third-party service provider, and this information will be used to communicate with educators and district-level administrators more effectively about their specific implementation and to better understand how educators use the i-Ready and LMS platforms.

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

Network-Level Security Measures. Curriculum Associates’ i-Ready systems and servers are hosted in a cloud environment. Our hosting provider implements network-level security measures in accordance with industry standards. In addition, Curriculum Associates manages its own controls of the network environment.

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

Computer/Laptop/Device Security Measures. Curriculum Associates employs a full IT staff that manages and secures its corporate and employee IT systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus protection. Access to all Curriculum Associates computers and laptops is password-controlled. Curriculum Associates sets up teacher and administrator accounts for i-Ready so that they are also password-controlled.

Encryption. i-Ready is only accessible via https and all public network traffic is encrypted with the latest

encryption standards. Encryption of data at rest is implemented for all data stored in the i-Ready system.

Employee and Contractor Policies and Procedures. Curriculum Associates limits access to student-identifiable data and customer data to those employees who need to have such access in order to allow Curriculum Associates to provide quality products and services to its customers. Curriculum Associates requires all employees who have access to Curriculum Associates servers and systems to sign non-disclosure agreements. Curriculum Associates requires its employees and contractors who have access to student data to participate in annual training sessions on IT security policies and best practices. Any employee who ceases working at Curriculum Associates is reminded of his or her non-disclosure obligations at the time of departure, and network access is terminated at that time.

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

Data Retention and Destruction. Student and teacher personal data is used only in the production systems and only for the explicitly identified functions of the i-Ready application. Student and teacher personal data is de-identified before any testing or research activities may be conducted. Upon the written request of a customer, Curriculum Associates will remove all personally identifiable student and teacher data from its production systems at the end of a contract. In addition, Curriculum Associates reserves the right, in its sole discretion, to remove a particular customer's student data from its production servers a reasonable period of time after its relationship with the customer has ended, as demonstrated by the end of contract term or a significant period of inactivity in all customer accounts. Student data is removed from backups in accordance with Curriculum Associates' data retention practices. If Curriculum Associates is required to restore any materials from its backups, it will purge all student-identifiable data not currently in use in the production systems from the restored backups.

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

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

#### Data Collection and Handling Practices for Ready Classroom Mathematics Teacher Toolbox

Ready Classroom Mathematics Teacher Toolbox is a set of resources intended for use by educators. It is not a student-facing product, and therefore no student data is collected through the use of Ready Classroom Teacher Toolbox. Curriculum Associates collects the following information about educators who use Ready Classroom Mathematics Teacher Toolbox: name, school or district affiliation, grade level



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

If you have any questions about our data handling practices or this privacy policy, you may contact us at [privacy@cainc.com](mailto:privacy@cainc.com).

California and Nevada Residents: Visit [https://cdn.i-ready.com/instruction/content/system-check/iReady\\_Privacy\\_Policy\\_CCPA\\_Addendum.pdf](https://cdn.i-ready.com/instruction/content/system-check/iReady_Privacy_Policy_CCPA_Addendum.pdf) for additional rights applicable to you effective as of January 1, 2020.