

**BETHANY PUBLIC SCHOOL DISTRICT
NOTICE OF CONTRACT EXECUTION
Curriculum Associates, LLC for iReady**

In compliance with Public Act 16-189, An Act Concerning Student Data Privacy

Date contract executed: August 29, 2018

Brief description of contract and its purpose: The purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to the Contractor in connection with Contractor’s provision of one or more of the following professional and non-instructional services (check those applicable):

- Medical consultation
- Special education consultation or audit
- Academic program consultation or audit (non-special education)
- Behavior intervention/Positive behavior intervention supports consultation or audit
- Information technology consultation or audit
- Student data storage, maintenance, collection and/or analysis
- Other (explain): _____

Student information, student records or student-generated content that may be collected as a result of this contract:

- First Name
- Last Name
- Student ID Number
- Grade
- Date of Birth
- Home Room Teacher
- Special Program Information

Notification Date: September 13, 2018

Customer Agreement

This Customer Agreement is entered into by and between Bethany School District (the "District"), with offices at 44 Peck Road, Bethany, CT 06524 and Curriculum Associates, LLC ("Curriculum Associates"), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this agreement shall take effect on August 8, 2018 (the "Effective Date").

- 1. License.** Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready[®] Diagnostic & Instruction for math and/or reading (the "Product") for which the District has paid the license fees set forth in Section 3 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 on the Effective Date and shall remain in effect until Customer no longer has a validly purchased license to use the Product, unless earlier terminated in accordance with Section 11 hereof.
- 3. Pricing and Payment.** Pricing for the Product is described in Exhibit A, Price Quote. The District will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of invoice.
- 4. Copyright and Proprietary Rights.** The Product and the content contained therein are the sole property of Curriculum Associates and its licensors and are 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 District may not use the Product in any manner that infringes the proprietary rights of any person or entity.
- 5. Data Ownership and Security.** In connection with the District's use of the Product, the District will be asked to provide Curriculum Associates with data about the District's students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into the Product. As the District's students use the Product, data will be generated about students' usage, performance and progress. Both the information the District inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data". The District shall own all right, title and interest in and to the Customer Data. However, the District 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 District 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 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 District upon the District'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 use or shared under terms of this Agreement without the prior written consent of the District. For a full description of the security measures that Curriculum Associates takes, please review Curriculum Associates' data handling policy, which can be found at: http://www.i-ready.com/support/iReady_DataHandlingPolicy.pdf.

6. **Compliance with Connecticut Student Data Privacy Law.** In accordance with Connecticut 2016 Public Act No 16-189 (the "Statute"), Curriculum Associates hereby affirms as follows:
- a. Curriculum Associates and District shall comply with the Family Education Rights and Privacy Act of 1874, 20 USC 1232g, as amended from time to time.
 - b. Any personally identifiable student information or student records provided or generated by Curriculum Associates hereunder shall at all times remain the property of the District, and at no time will Curriculum Associates give student information or records or control thereof to any third party.
 - c. No Student Generated Content, as such term is defined in the Statute, will be created pursuant to this Agreement.
 - d. Curriculum Associates shall not use student information or student records for any purpose other than those authorized pursuant to this Agreement.
 - e. Curriculum Associates shall take commercially reasonable actions to ensure the security and confidentiality of student information and student records in its possession, and implement and maintain security procedures and practices that meet industry standards to protect student information and records from unauthorized access, destruction, use, modification or disclosure.
 - f. Curriculum Associates will delete any student information or records within a reasonable amount of time after receiving written request from the District (which may make such request on behalf of a parent of a student), *provided, however*, that deletion of such student information or records may make it impossible for the impacted student to use the Product.
 - g. Upon the written request of the District after the termination or expiration of this Agreement, Curriculum Associates shall destroy all personally identifiable student information in its production servers as described in the Data Handling Policy. Except as described herein and in the Data Handling Policy, student information and student records shall not be retained or available to Curriculum Associates upon completion of the contracted services.

- h. A parent or legal guardian of a student may review personally identifiable information contained in the Customer Data and correct erroneous information by contacting their District official, admin, or teacher. Curriculum Associates will promptly provide the requested information to the Customer for the review and revision of the parent or legal guardian.
 - i. Upon the discovery by Curriculum Associates of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, Curriculum Associates shall provide initial notice to the Board as soon as reasonably possible, but not more than ten (10) days after such discovery ("Initial Notice").
 - j. Upon discovery by Curriculum Associates of a breach, Curriculum Associates shall conduct an investigation and shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
 - k. Curriculum Associates agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for reasonable costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.
7. **Access to the Product.** The District's authorized users will need valid usernames and passwords to access the Product. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if any of the District's usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Product available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice where possible, and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond 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 District 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 District's organization; or (e) remove any proprietary notices from the Product.

The District 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 District's organization. If the District'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 District's use of that third party site will be governed by that site's terms of use, not this Agreement.

The District 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. **Services.** If the Price Quote includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will 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 DISTRICT'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 DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCT, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

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

11. **Termination.** Curriculum Associates reserves the right to terminate this Agreement at any time during the Term if the District does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement, effective immediately upon written notice, for non-payment by the District.
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
Tel: 978-339-4388
Fax: 800-355-1158
jbradford@cainc.com

Bethany School District
44 Peck Road
Bethany, CT 06524
Attention: Sarah Monaco
smonaco@bethany-ed.org

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 laws and courts of the state of Connecticut, without regard to its conflict of law principles. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction in the State of Connecticut.
14. **Entire Agreement.** This document and all attachments, exhibits and subsequent District 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.

The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

Bethany School District


Name: Colleen Murray

Title: Superintendent

Curriculum Associates, LLC


Name: David Caron

Title: Chief Financial Officer