



Customer Agreement

This Customer Agreement is entered into by and between Hamden Public Schools (the "District"), with an address at 60 Putnam Avenue, Hamden, CT 06517 and Curriculum Associates, LLC ("Curriculum Associates"), with an address at 153 Rangeway Road, North Billerica, MA 01862. The terms of this agreement shall take effect on January 6, 2017.

- 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 (or any other term agreed on by both parties).
- 3. Pricing and Payment.** Pricing for the Product is described on the Price Quote attached as Exhibit B. 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 the Product 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".

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 shared under 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 Associate's data handling policy attached hereto as **Exhibit A** (the "Data Handling Policy").

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 Customer's De-identified Student Data for product development, research and other purposes consistent with FERPA. "De-identified Student Data" refers to data generated from usage of the Product 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 does not attempt to re-identify deidentified student data. All Customer Data held by Curriculum Associates will be made available to the District and to the Regional Board of Education upon the District's written request.

- 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 the contractor 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 the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, the Contractor 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 the Contractor of a breach, the Contractor 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. The Contractor 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 Associate's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.
- 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.** To the extent that Attachment A 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 the 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 the 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

Hamden Public Schools
60 Putnam Avenue
Hamden, CT 06517
Attention: Karen Kaplan, Director of Program Innovation, Technology & Communications
Tel: (203) 407-2210
Fax: (203) 407-2201
kkaplan@hamden.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 hereunder shall be governed by laws 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. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
- 14. Entire Agreement.** This document and all 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.

IN WITNESS WHEREOF, authorized representatives of each of the parties has executed this Customer Agreement as of the date first written above.

Hamden Public Schools

A handwritten signature in black ink, appearing to read 'Jody Goeler', is written over a solid horizontal line.

Name: Jody Goeler

Title: Superintendent

Curriculum Associates, LLC

Name: David Caron

Title: Chief Financial Officer

Exhibit A

Curriculum Associates, LLC Connecticut Data Handling Statement

1. Purpose.

Curriculum Associates takes the protection of our customers' data and information, particularly student data, very seriously. The purpose of this Data Handling 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) and the California Student Online Personal Information Protection Act (SOPIPA).

2. Scope.

This Policy covers the collection, use, and storage of data that is obtained through the use of Curriculum Associates' proprietary i-Ready® online diagnostic and instructional platform and related services provided by Curriculum Associates.

3. 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.

4. Server-Level Security Measures.

Access to production servers is limited to a small, identified group of operations engineers that 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, intrusion detection, configuration control, monitoring/alerting, and automated backups. In addition, we conduct regular vulnerability testing.

5. Computer/Laptop/Device Security Measures.

Curriculum Associates employs a full IT staff that manages and secures the corporate and employee systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus. 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.

6. 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.

7. Employee and Contractor Policies and Procedures.

Curriculum Associates limits access to student 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 with Curriculum Associates is reminded of his or her non-disclosure obligations at the time of departure, and network access is terminated at that time.

8. Use of Student Data.

Curriculum Associates only uses student data collected in connection with the use of i-Ready for the purpose of making i-Ready available to its customers and improving its content and effectiveness. Curriculum Associates only uses student-identifiable data 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 collects and uses aggregated, de-identified student data to make i-Ready a more effective, adaptive product and for other internal research and development purposes. Curriculum Associates does not attempt to re-identify de-identified customer data.

9. 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.

10. 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 will implement recommended security program changes and enhancements where practical and appropriate.

11. Data Retention and Destruction.

Student and teacher personal data is used 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. Student and teacher personal data will not be retained or available to the contractor upon completion of the contract unless a student, parent, or legal guardian of a student chooses to establish or maintain an electronic account with Curriculum Associates.

12. 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, and local or regional board of education 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.