

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 230157
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
June 29, 2023
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: **May 22, 2023**

Name of Contract Initiator: **Roger Dailey/Debbie Green** Telephone #: **904-336-6905/6904**

School/Dept Submitting Contract: **Academic Services** Cost Center # **9106**

Vendor Name: **McGraw Hill**

Contract Title: **Achieve3000**

Contract Type: New Renewal Amendment Extension Previous Year Contract # **210120**

Contract Term: **One year 6/30/2024** Renewal Option(s):

Contract Cost: **\$619,995.00**

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # 100.5100369.9111.1124.0000.000.0
 Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

SIGNED Addendum A (if not an SBAO Template Contract) - *When using the Addendum A, this Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

Release and Hold Harmless (If Applicable)

PURCHASING DEPT
 MAY 23 2023
 RECEIVED

RECEIVED
 5/24/23
 SBAO
 6/12/23

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <i>BTS</i>	<i>Sole Source / Curriculum</i>
Review Date <i>5/24/23</i>	<i>Added Exhibit to page 1 of Proposal</i>
School Board Attorney <i>6/15/23</i>	SBCC revised Agreement with most of Achieve3000 revisions but there are still issues: ICA pages 3 & 4 (Achieve3000 added red & SBCC replied with additions in Blue) DSA page 2 (SBCC can't agree with Achieve3000 strikeouts in red, especially #17 see SBCC revisions in Blue).
Review Date <i>6/15/23</i>	
Other Dept. as Necessary <i>6/15/23</i>	
Review Date	

PENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS: **APPROVED** DATE: **7-18-23**



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement (“Agreement”) is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as “SBCC”), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and Achieve3000 Inc. (hereinafter referred to as “CONTRACTOR”), whose principal place of business is 331 Newman Springs Rd., Suite 304, Red Bank, NJ 07701.

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services and/or products of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide their services and/or products to the Academic Services School/Department,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, hereafter collectively and individually referred to as the “CONTRACTOR”.
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
 - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
 - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law [accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all applicable federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
 - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker’s Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of actual injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, direct damage, penalty, or liability brought by a third party arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker’s compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR’s obligations under this section shall survive the termination of this Agreement. Neither party shall be liable for consequential or incidental damages, and to the extent permitted by applicable law, except for a party's indemnification obligations or breach of confidentiality, each party's maximum liability for direct damages under this contract shall not exceed the amount paid by District to Contractor hereunder.

4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all applicable federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy, as provided by SBCC to CONTRACTOR regarding access to and use of records.
5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional, and reasonably prompt manner, and with due diligence and care, and in accordance with the standard industry practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.
7. Method of Payment: Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
 - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
 - b. Services and/or Products, as authorized by and listed in Attachment A, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
 - c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable SBCC policies.
 - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC. The CONTRACTOR shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the District pursuant to the contract prior to the effective date of termination.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. Fees paid in advance of service subscriptions are non-refundable for the subscription period in progress at the effective date of termination. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.

11. CONTRACTOR shall not assign this Agreement in whole or in part, except to an affiliate in connection with a merger, consolidation, or sale of substantially all assets, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC, **no more frequently than one every twelve months, except when required by Public Record Request**, access to these records during the above retention period.
18. If applicable, Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to [Clay County District Schools website](#) for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and request the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.
21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	<i>*Exempt, need signed WCAF</i>

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. The SBCC reserves the right to **request CONTRACTOR confirm in writing within 30 days whether or not Confidential Information has been destroyed.** CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
- Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
 - Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records

transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

- 25. Government Funding: Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 4.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Independent Contractor Services Agreement shall prevail.

SBCC'S Representative with CONTRACTOR is: Roger Dailey

School/Department Name: Academic Services

Mailing Address: 23 S. Green St., Green Cove Springs, FL 32043

Phone #: 904-336-6904 Email Address: roger.dailey@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

CONTRACTOR

By: _____

By: Kimberly A. Harvey

Print Name: _____

Print Name: Kimberly A. Harvey

Title: _____

Title: VP Strategic Services

Date: _____

Date: 6/27/2023

Attachment A

SCOPE OF SERVICES AND/OR PRODUCTS

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

Achieve Literacy subscription and on-site Literacy Professional Learning Services as per Attachment A-1 (Partnership Overview & Investment Proposal).

2. **Term:**

The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2024, unless earlier terminated as set forth in Agreement.

3. **Fee:**

The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of \$ 619,995.00 Flat Rate (Hour Rate (cost per hour) / Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc). The total compensation under this agreement shall not exceed \$ 619,995.00.

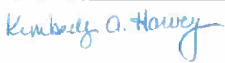
Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Achieve3000, Inc.

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Kimberly A. Harvey

Title of Authorized Representative: VP Strategic Services

Date: 6/27/2023

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (j)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Achieve3000, Inc.

Signature of Authorized Representative: *Kimberly A. Harvey*

Print Name of Authorized Representative: Kimberly A. Harvey

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated by a cease or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Achieve3000, Inc.

Kimberly A. Harvey VP Strategic Services

Printed Name Kimberly A. Harvey Title of Authorized Representative

Signature: _____ Date: 6/27/2023

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Achieve3000, Inc.

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Kimberly A. Harvey
(Printed Name)


(Signature)

VP Strategic Services
(Title)

6/27/2023
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME Kimberly A. Harvey). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Achieve3000, Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Achieve3000, Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Achieve3000, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

<u>Kimberly A. Harvey</u>	<u><i>Kimberly A. Harvey</i></u>
(Printed Name)	(Signature)
<u>VP Strategic Servicew</u>	<u>6/27/2023</u>
(Title)	(Date)

Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
N/A	N/A	N/A
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

Kimberly A. Hawey

Signature

Achieve3000, Inc.

Company Name

Data-Sharing and Usage Agreement

Clay County District Schools

This agreement establishes the terms and conditions under which the Clay County District Schools ("District") will permit the company named below ("Data Recipient") to can acquire, share, and use District student data. Either party may be a provider of data to the other ---party or be a recipient of data from the other. The purpose of this agreement is to provide for the Parties' sharing of certain respective Student Data from student education records, pursuant to s. 34 CFR 99.31(a)(6) and s. 1002.221, Florida Statutes, in order that the District and Data Recipient may improve the advancement of achievement throughout Clay County.

1. The confidentiality of Student Data pertaining to individuals will be protected as follows:
 - A. The Data Recipient will not release the names or addresses of individuals or information that could be deemed as personally identifiable information of an individual, nor will the recipient present the results of data analysis (including but not limited to graphics or maps) in any manner that would reveal an individual's personally identifiable information other than as permitted by this Agreement.
 - B. Both parties shall comply with all applicable Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.
 - C. Both parties agree that personally identifiable information (PII) will be as defined in Florida State Statute 501.171.
 - D. Both parties agree to follow Florida's public records laws and laws relating to records retention located in Florida State Statute chapter 119 and Florida's General Records Schedule GS1-SL.
2. Any use, disclosure, or re-disclosure of the confidential information provided by each Party to the other Party not expressly permitted by this agreement is unauthorized and prohibited. Each Party must ensure that their respective authorized personnel and authorized subcontractors are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any information provided pursuant to this agreement. Notwithstanding the terms, either Party may disclose confidential information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing Party must provide the other Party prompt notice of the order unless legally prohibited and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.
3. The Data Recipient will not release Student Data to a third party other than Data Recipient's subcontractors necessary to provide the services without prior approval in writing from the data provider.
4. The Data Recipient will not share, publish, or otherwise release any findings or conclusions derived from the analysis of Student Data obtained from the data provider that name the data provider or contain identifiable Student Data without prior written approval from the data provider.
5. Student Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in the "Contract/agreement" with the "Data Recipient".
6. Intentionally Omitted by both Parties.
7. All Student Data transferred from Clay County District Schools shall remain the property of the school district and shall be destroyed or returned to the school district upon the written request of the district. The Data Recipient shall send written notice to the District other party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this agreement.
8. Any third party granted access to Student Data, as permitted under condition #2, above, shall be subject to the terms and conditions of this agreement.
9. Both parties agree that PII data stored will be encrypted while in transit and rest.
10. Each party agrees to disseminate this agreement to appropriate personnel in each party's agency.
11. To promote to the fullest extent permissible and in compliance with federal law and Florida Statutes (including but not limited to Sections 1002.22 and 1002.97, Florida Statutes, and Family Educational Rights and Privacy Act (FERPA) codified at 20 U.S.C. 1232g and its regulations codified at 34 CFR part 99) applicable to Data Recipient in its role as a vendor regarding the sharing of Student Data in student education records and information relevant to the purpose of this agreement. District designates Data

Recipient a "School Official" as that term is used in the Code of Federal Regulations applicable to FERPA* at CFR Sec. 99.31(a)(1)(i)(B), and Data Recipient agrees that it will comply with all other requirements contained in FERPA concerning the confidentiality and release of personally identifiable information of students. *applicable to Data Recipient's role as a provider

12. The Parties hereby agree to share electronic Student Data across systems, in full compliance with applicable state and federal confidentiality requirements, particularly FERPA, for purposes of each Party's educational studies and for the improvement of student education.
13. The Parties acknowledge that, during the term of this agreement, confidential information of a special and unique nature will be disclosed to each other. Each Party will protect the confidential information received from the other party in a manner that will not permit the personal identification of a child or the parents, including guardians, by persons other than those authorized to receive the records, and each Party shall protect the confidential information from unauthorized access, use or re-disclosure.
14. Each Party shall establish a mutually agreed upon limitation regarding the number of users with access to the student information; it being understood that each Party's authorized personnel (whether paid or non-paid staff) must be under the direct control of the Party with respect to the use and maintenance of the records to be disclosed pursuant to this agreement.
15. Each Party shall take all steps necessary to safeguard the confidentiality of the Student Data received. Each Party must develop, implement, maintain and use reasonable and appropriate administrative and internal controls, and technical and physical security measures to preserve the confidentiality, integrity, and availability of all data Student Data electronically maintained, used, stored, or transmitted pursuant to this agreement. A review of these controls may be requested by either party to ensure their adequacy and implementation.
 - appropriate administrative actions include appropriate disciplinary policies for any of each Party's respective authorized employees who may violate the requirements set forth in this agreement (including but not limited to, in appropriate circumstances, termination of employment).
16. Neither Party shall possess nor assert any lien or other rights against or to confidential information of the other Party.
17. Subject compliance with any ongoing investigation by law enforcement Data Recipient agrees to report in writing within three (3) business days to the other Party any confirmed use, disclosure, or re-disclosure of confidential information not authorized by this agreement. ~~which poses a significant risk of financial, reputational or other harm to the District~~ Such report must identify to the extent available:
 - the nature of the unauthorized use, disclosure, or re-disclosure;
 - the data used, disclosed, or re-disclosed;
 - the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure;
 - what the reporting Party has done or will do to notify affected persons and to mitigate any deleterious effect of the unauthorized use, disclosure, or re-disclosure;
 - what corrective action the Party has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.
18. Data Recipient agrees that the District shall have the right to review, prior to Data Recipient publishing any report or findings related to the Student Data, in order for the District to verify proper techniques are used to avoid any unauthorized disclosure of Student Data.

Company: McGraw Hill LLC

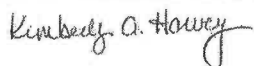
Clay County District Schools

Name: Kimberly A. Harvey

Name: Ethan Caren

Date: 7/17/2023

Date: 7/17/23

Signature: 

Signature: 



Partnership Overview & Investment Proposal

PROPOSAL PREPARED FOR:

Clay County School District

Date: April 20, 2023



Overview

Thank you for your partnership. As you continue to face significant challenges in your schools and classrooms, including low NAEP scores, widening achievement gaps, and the lingering effects of learning loss, we're honored to have the opportunity to help you address those challenges with learning solutions that offer proven results. As you look ahead, you can count on us to do everything in our power to deliver on our mission of **unlocking potential and accelerating learning for every student**.

We know you are focused on providing your students with the best possible learning tools—tools that can help them reach their goals in the classroom and beyond. Our digital solutions are designed to allow students to learn in their own style at their own pace anywhere, anytime, on a wide range of devices.

Investment Summary

We are honored to continue our strategic partnership with Clay County School District and look forward to working with you to meet your goals for the 2023-2024 school year.

ACCOUNT NAME
AMI Kids
Argyle Elementary School
Charles E Bennett Elementary School
Clay High School
Clay Hill Elementary School
Clay Virtual Franchise
Coppergate Elementary School
Discovery Oaks Elementary
Doctors Inlet Elementary School
Fleming Island Elementary School
Fleming Island High School
Green Cove Springs Junior High School
Grove Park Elementary School
J L Wilkinson Elem School
Keystone Heights Elementary
Keystone Heights Junior/Senior High School
Lake Asbury Elementary School
Lake Asbury Junior High School
Lakeside Elementary School
Lakeside Junior High School
McRae Elementary School
Middleburg Elementary School



Date: April 20, 2023

Middleburg High School
Montclair Elementary School
Oakleaf High School
Oakleaf Junior High
Oakleaf Village Elementary School
Orange Park Elementary School
Orange Park High School
Orange Park Junior High School
PACE for Girls Clay County
Plantation Oaks Elementary
R C Bannerman Learning Center
Rideout Elementary School
Ridgeview Elementary School
Ridgeview High School
Robert M Paterson Elementary
S Bryan Jennings Elementary
Shadowlawn Elementary School
Spring Park Elementary School
Swimming Pen Creek Elementary School
Thunderbolt Elementary School
Tynes Elementary School
W E Cherry Elementary School
Wilkinson Junior High School

Product	Qty	1 Year Cost August 2023-June 2024
Achieve Literacy	21,540	\$ 613,751.24
Literacy Professional Learning Services, onsite	12	\$ 34,927.20
Site Set Up Fee	46	\$ 13,340.00
Subtotal		\$ 662,018.44
<i>Achieve3000 Partnership Discount</i>		<i>\$ (42,023.44)</i>
Total Investment		\$ 619,995.00
Payment Summary		
<i>Payment Due July 2023</i>		<i>\$ 619,995.00</i>

This proposal is valid until June 30, 2023.

Please see below for acceptance of your Investment Proposal.



Date: April 20, 2023

Acceptance

Please send your completed, signed proposal and purchase order(s) to:

ACHIEVE3000, Inc.
331 Newman Springs Road, Suite 304
Red Bank, NJ 07701
Fax: 316-221-0718
Email: sales.support@mheducation.com

Account Name

Customer Signature

Achieve3000 Signature

Name and Title

Name and Title

Date

Date

on Exhibit A, Exhibit B, Exhibit C, and Exhibit D

This proposal is governed by and subject to the ~~Achieve3000~~ terms and conditions at ~~<https://www.achieve3000.com/about/terms-of-service/>~~. By signing this proposal, you are agreeing to such terms and conditions.

Contact Information:

Kayci Boone
Director of Customer Advocacy
Phone: 864-764-0840
Email: kayci.boone@mheducation.com

About Our Solutions and Services

We're proud to offer a full suite of digital learning solutions designed to drive engagement, achievement, and growth.

 Achieve³⁰⁰⁰ Literacy	 Actively Learn	 ALEKS	 Smarty Ants
Proven Literacy Acceleration	Flexible Curriculum Platform	Personalized Math Learning Powered by Knowledge Space Theory	Proven Foundational Literacy
 Achieve³⁰⁰⁰ Math	 RISE	 REDBIRD	 Arrive MATH
Differentiated Instruction and Support	Targets Math and ELA Learning Loss	Adaptive Learning + Games for Math or Language Arts	On-demand Intervention Resources for K-8



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED McGraw-Hill Education, Inc. 1325 Avenue of the Americas New York, NY 10019 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: The Continental Insurance Company		35289
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570099250672 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0509592810	04/01/2023	04/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5095930 10	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$3,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			7018652189 SIR applies per policy terms & conditions	04/01/2023	04/01/2024	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC509592610 WC509592710	04/01/2023 04/01/2023	04/01/2024 04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Clay County District Schools, Florida is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER Clay County District Schools Attn: Debbie Green 900 Walnut Street Green cove springs FL 32043 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570099250672

Certificate No :

Exhibit A

Terms of Service

If you are outside the United States and access McGraw Hill products or services serving regions outside the United States, please go to our [Terms of Service for International Platforms](#).

THESE TERMS OF SERVICE, together with the [Terms of Use](#) and the [Privacy Notice](#), form a legal agreement (the "Agreement") between McGraw Hill LLC or its applicable subsidiaries or affiliates ("McGraw Hill," "we" or "us") for the Services defined below and the educational institution, company, or organization ("You" or the "Subscriber") entering into this Agreement and identified on the registration page of Your subscription contract for the Services (the "Registration Page"), where applicable. This Agreement also governs Your use of the Solution (as defined below).

These Terms of Service apply after clicking "I accept" in any available checkbox, by placing an order and paying for the Solution, by registering to use and then using the Solution, and/or by executing the Registration Page, where applicable. By accepting these Terms of Service, You affirm that You are at least 18 years of age, that You agree to these Terms of Service, the Terms of Use, and Privacy Notice and You will comply with such terms in connection with Your use of the Solution. You agree that (i) You are an employee, director, or agent of Subscriber; (ii) You have confirmed that Subscriber has agreed to be bound to these Terms of Service, the Terms of Use, and Privacy Notice; and (iii) Subscriber has authorized You to use the Solution on its behalf.

1. **THE SOLUTION.** McGraw Hill has developed a web-based solution (the "Solution") that enables users to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "McGraw Hill Content") offered by McGraw Hill through our website (the "Website") by purchasing a subscription. McGraw Hill hereby grants Subscriber a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") to access and use the Solution, through the Website, solely for educational purposes. End Users may access the Solution and the McGraw Hill Content in accordance with an access method offered by McGraw Hill and selected by Subscriber. All End Users other than K-12 students will be required to agree to the [Terms of Use](#) in order to access the Solution and the McGraw Hill Content. Payments of applicable fees to McGraw Hill are due within thirty (30) days of the date of invoice unless otherwise agreed to in writing.
2. **ADDITIONAL TERMS.** All use of the Solution and McGraw Hill Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the McGraw Hill Content.
3. **ADDITIONAL SERVICES.** McGraw Hill may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber.

Any professional services to be provided by McGraw Hill to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between McGraw Hill and Subscriber.

4. **APPLICABLE PRIVACY LAW.** Subscriber is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. McGraw Hill acknowledges that in the course of Subscriber's use of the Services, End Users' Personally Identifiable Information may be disclosed to McGraw Hill. McGraw Hill agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. McGraw Hill acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, McGraw Hill agrees that under Applicable Privacy Law, officers, employees, and agents of McGraw Hill who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to McGraw Hill. McGraw Hill and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services. McGraw Hill shall enable Subscriber to maintain compliance with Applicable Privacy Law in connection with Subscriber's use of the Solution. For further information about McGraw Hill's data privacy and security practices, please read our Privacy Notice.
5. **SUBSCRIBER DATA.** All information concerning Subscriber ("Subscriber Data") and Personally Identifiable Information concerning End Users shall belong to Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement. Subscriber assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.
6. **MCGRAW HILL USE OF SUBSCRIBER DATA.** As a service provider to Subscriber, McGraw Hill will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable

Information and Subscriber Data received by McGraw Hill in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that McGraw Hill has the right to use the Personally Identifiable Information and Subscriber Data collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personally Identifiable Information and Subscriber Data will be used by McGraw Hill for Research Purposes only in the aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

7. **LOCATION OF SERVICES.** We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Subscribers who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.
8. **OWNERSHIP.** No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber is permitted to access and use the Solution, McGraw Hill Content and any other materials provided hereunder only as expressly set forth in these Terms of Service. Subscriber is not permitted and shall have no right to use the Solution or McGraw Hill Content for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, McGraw Hill's right, title, and interest in the Solution and McGraw Hill Content.
 1. Before using any content or materials in the Solution or McGraw Hill Content designated as "open", OER, or available for public use, you should review the governing licensing restrictions associated with such content or materials. No rights of any kind are granted by McGraw Hill to use such content or materials outside of the Solution.
 2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant McGraw Hill the right to make such third-party content available to End Users in the same manner and to the same extent as the McGraw Hill Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.
9. **RESTRICTIONS ON USE.** Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or McGraw Hill Content; (b) decompiling, reverse engineering or disassembling the Solution or McGraw Hill Content, (c) distributing or disclosing the Solution or McGraw Hill Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or McGraw Hill Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or McGraw Hill Content.

10. **TERM AND TERMINATION.** This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations, for which McGraw Hill may terminate this Agreement immediately), McGraw Hill may terminate this Agreement on five (5) business days' prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing McGraw Hill with no less than thirty (30) days' prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, McGraw Hill may terminate this Agreement on at least sixty (60) days prior written notice.
11. **EFFECT OF TERMINATION OR EXPIRATION.** Subscriber's permission to use the Solution and McGraw Hill Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or McGraw Hill Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").
12. **CONFIDENTIALITY.** The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.
13. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its TERMS. MCGRAW HILL DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MCGRAW HILL CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MCGRAW HILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MCGRAW HILL MAKES NO WARRANTY THAT (I) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (II) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III)

THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (IV) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MCGRAW HILL, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that McGraw Hill may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

14. **LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, McGraw Hill's liability in such case will be limited to the greatest extent permitted by law.
15. **INDEMNIFICATION.** McGraw Hill shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. To the extent permitted by law, Subscriber shall indemnify, defend and hold harmless McGraw Hill and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by McGraw Hill hereunder.
16. **MISCELLANEOUS.** The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement with McGraw Hill regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the

Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of McGraw Hill, which consent McGraw Hill may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

Exhibit B

McGraw Hill **Terms of Use** (last updated: January 2020)

If you are outside the United States and access McGraw Hill products or services serving regions outside the United States, please go to our [Terms of Use for International Platforms](#).

If you are an MHCampus user, please go to our [MHCampus Terms of Use](#).

If you are using McGraw Hill products or services as a member of an educational institution or business that has a separate written agreement with McGraw Hill, that agreement will govern your use of the products or services and these terms and conditions as written below do not apply to you.

McGraw Hill Terms of Use

These terms and conditions (the "Terms of Use") apply to all web sites and applications (collectively, the "Sites") owned and operated by McGraw Hill LLC or one of our affiliated companies ("McGraw Hill" or "us" or "we"). By registering for or otherwise using any of our Sites or Services (as defined below), or accessing any content or material that we make available through the Services or Sites, you agree to these Terms of Use. You may also agree to these Terms of Use by signing or entering into an ordering document with McGraw Hill that incorporates these Terms of Use. These Terms of Use, our [Privacy Notice](#) which is hereby incorporated by reference, and any ordering document form a legally binding agreement between you and McGraw Hill (collectively, this "Agreement"). We reserve the right, at our discretion, to change these Terms of Use in the future.

If you do not agree to this Agreement, you may not access or otherwise use the Sites or the Services.

You may use the Services only if you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and can form legally binding contracts under applicable law. If you are under 18 or the legal age of majority in your jurisdiction, your educational institution, parent, or guardian must agree to these Terms of Use on your behalf.

1. PROPRIETARY SERVICES FOR REGISTERED USERS. McGraw Hill operates electronic platforms/systems including web and mobile applications that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by McGraw Hill (collectively and including any subsequent versions of such platforms/systems and applications, the "Services") through our Sites. The material on our Sites include general non-proprietary information available to all users of our Sites, but in order to access and use the Services you will be required to register on our Sites or through your educational institution. If you register to use the Services on behalf of your educational institution, you will be required to agree to additional terms and conditions in connection with the registration process (the "Terms of Service").

2. USER INFORMATION, COPPA.

During the course of using the Services, we may ask you to share certain personal information in order for us to provide you with the Services. Our Privacy Notice describes our policies around collecting, using, and maintaining the privacy of your personal information. You acknowledge and agree that between you and McGraw Hill, only you are responsible for the accuracy and content of your personal information, and you agree to keep it up to date.

In accordance with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of their educational institution or the child's parent or guardian. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use

student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

3. **INTELLECTUAL PROPERTY.** During the applicable term of your subscription for Services, subject to the payment of any fees in any applicable subscription agreement and subject to compliance with these Terms of Use and any other agreement governing your use of the Services, McGraw Hill grants you a limited, non-exclusive and non-transferable license to access and use the Services over the Internet via the Site provided for the Services for your own internal use for educational purposes only. McGraw Hill is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on our Sites and is the owner or licensee of the content and/or information on our Sites. Your use of our Sites does not grant to you a license to any content or materials you may access on our Sites, unless otherwise expressly provided in these Terms of Use or the Terms of Service. You may not use any Trademark displayed on our Sites without our prior written consent or prior written consent of the third-party that owns any other trademarks.

4. **ACCESS TO MCGRAW HILL CONTENT.** We may provide you with access to content and information related to the Services (the "McGraw Hill Content"). Your use of McGraw Hill Content is subject to these Terms of Use as well as any additional terms you agree to in connection with such McGraw Hill Content and/or posted on the Site for the McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You may not share or distribute to a third party any screen name or password for accessing the Services or the McGraw Hill Content. You may access and use materials from the Services and/or the McGraw Hill Content only for your own research or study.

5. **RESTRICTIONS ON USE.** Only you are to access the Services and/or the McGraw Hill Content using your username or password. If your license includes access to eBooks, during the time you have a valid license you may access your eBook on only one (1) web session if using the McGraw Hill eReader (i.e., no concurrent uses allowed) or two (2) devices if using McGraw Hill's Read Anywhere mobile application. If we have reason to believe you have shared your password information or access to your account or have used the Services in violation of the provisions herein, we may suspend or terminate your account and refuse any and all current or future use of the Services. You agree that you will not otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the Services and/or the McGraw Hill Content or modify or remove any proprietary notices contained therein, or create or enable the creation of derivative works based thereon. You may not use any robot, spider, other automatic device or program or manual process to access, monitor, copy or reproduce the Services or the McGraw Hill Content. You may not engage in systematic retrieval of content from the Services or the McGraw Hill Content to create or compile, directly or indirectly, a collection, compilation, database or directory. You may not disseminate any portion of the Services or the McGraw Hill Content through electronic means, including mail lists or electronic bulletin boards. You may not reverse engineer the Services, nor circumvent, disable, or otherwise interfere with any technical and/or other limitations, including without limitation security-related features. You acquire no right, title or interest in any McGraw Hill content except for the limited access license granted to you, and McGraw Hill reserves all rights in the McGraw Hill Content.

6. **COMMUNICATIONS TO MCGRAW HILL.** Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information or personally identifiable information. Please refer to the Privacy Notice with regard to how we handle your personal information. By e-mailing us or otherwise providing content to us, or posting content to the Sites or the Services including but not limited to feedback, questions, comments, suggestions, and the like (collectively, "User Content"), you agree to be bound by our [User Content Submission Agreement](#) and we may use any non-personally identifiable ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information. You own the rights to anything you post to the Sites or the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all non-personally identifiable submissions you provide to us, in any media now known or hereafter devised.

The Site or Services may permit you to upload third-party content for use with the Site or Services ("Service Uploads"). You represent and warrant that prior to providing any upload you will have all necessary rights to provide the Service Uploads, and that your Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. You grant McGraw Hill the right to make your Service Uploads available to licensed end users in the same manner and to the same extent as the McGraw Hill Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available on the Site offering the Service which shall be in addition to, and not instead of, these Terms of Use.

7. COMMUNITY GUIDELINES.

In using the Sites or Services, you agree you will not: (a) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant McGraw Hill all of the license rights granted herein; (e) submit material that is unsuitable for minors in any country; or (f) submit material that is malicious or destructive in nature, or contain a virus or other computer programming routine or engine that is intended to damage or otherwise interfere with any system, data, or information. McGraw Hill does not and cannot review all User Content or Service Uploads and is not in any manner responsible for such content. McGraw Hill reserves the right, but has no obligation, to refuse to post, block or remove communications or materials for any reason in its sole discretion. McGraw Hill may terminate your access to our Sites and/or the Services to prevent further posting or distribution of any communications or materials, and McGraw Hill may, but is not obligated to, report any of your communications or materials to your educational institution.

8. NO WARRANTIES. WE AND OUR LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES, MCGRAW HILL CONTENT OR THE SERVICES. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITES, THE MCGRAW HILL CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MCGRAW HILL IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MCGRAW HILL RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

9. EXTERNAL WEBSITES. Our Sites may contain links to third-party applications or websites ("External Websites"). These links are provided only as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, McGraw Hill has no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. McGraw Hill disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

10. INDEMNIFICATION. You agree to defend, indemnify, and hold harmless McGraw Hill and our officers, directors, employees, successors, licensors, service providers, and assignees from and against any claims, actions, demands, liabilities, losses, damages, costs and expenses including, without limitation, reasonable legal and accounting fees, arising from or relating to your breach of this Agreement or your access to, use, or misuse of the McGraw Hill Content, our Sites, or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

11. LIABILITY. IN NO EVENT WILL MCGRAW HILL OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MCGRAW HILL CONTENT, SITES, THE SERVICES, OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MCGRAW HILL CONTENT, THE SITES, OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING EXCLUSION OF LIABILITY IS NOT PERMITTED UNDER APPLICABLE LAW, MCGRAW HILL'S LIABILITY IN SUCH CASE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. INFRINGEMENT NOTIFICATION. We respect the intellectual property rights of others, and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, McGraw Hill, 2 Penn Plaza, New York 10121. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

13. COMPLIANCE WITH APPLICABLE LAWS. We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

14. TERMINATION OF THE AGREEMENT. We reserve the right in our sole discretion, to restrict, suspend, or terminate your use or access to any of the Services, McGraw Hill Content, and/or our Sites and/or discontinue any portion, feature, or content of the Services, McGraw Hill Content, our Sites, or this Agreement at any time and for any reason without prior notice or liability. If you violate these Terms of Use McGraw Hill may, but is not obligated to, report any such violation of these Terms of Use to your educational institution. When reasonably feasible, we will make reasonable efforts to provide notice of significant changes to the Services to end users with active licenses to use the Services.

15. MISCELLANEOUS. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the "Termination of the Agreement" provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to McGraw Hill," "No Warranties," "Indemnification," "Liability," "Compliance With Applicable Laws," "Termination of the Agreement," and "Miscellaneous." Our failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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Exhibit C
McGraw Hill Data Privacy Notice
End User Privacy Notice

Effective Date: 02/15/2022

Introduction

As a global leader in providing digital learning systems for educators and students, McGraw Hill is deeply committed to protecting the privacy of our end users. Whether you are using Connect, ConnectEd, Engrade or any of our other solutions, we collect Personally Identifiable Information that we use to provide, maintain and improve the solution. We are providing the below information so that you can understand how we protect and use your information. If you are under 18, we suggest that you review this information with your parents.

This information applies to all end users of our digital learning system. Since McGraw Hill is a service provider to your institution, your institution Educational institutions are best able to provide you with a full understanding of their privacy practices and more information on how their end user's Personally Identifiable Information (PII) is collected, shared, and used. To obtain more detailed information about how PII is collected, used, and shared by your educational institution, please contact the appropriate individual at that institution.

In limited circumstances, end users may also be customers of McGraw Hill and McGraw Hill may market to them as a customer. For example, end users may purchase products or create personal accounts in our web sites. In these circumstances, they would be treated as a customer. For more information on how your data is used as a customer, please review the Customer Data Privacy Notice. By contrast, this End User Data Privacy Notice applies to end users with respect to the information collected and processed as part of a course of instruction within the digital learning solution as determined by their educational institution or employer. Aggregated de-identified end user PII is leveraged by McGraw Hill to improve existing or develop new educational products and services.

McGraw Hill is a global organization. We follow privacy laws and regulations that are applicable to our company and our services in the areas where we do business. Should our privacy practices change, we will update it here, but more importantly, we will notify your educational institution in writing and obtain their consent before implementing any material impact to your privacy rights.

What is Personal Information?

Personally identifiable information, or PII, is any information relating to an identified or identifiable natural person ("data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

What Personal Information do we collect?

We collect PII, such as contact information and education details, in order to provide you with the product and/or service requested.

We only collect the information required to provide, maintain and improve the digital learning solution you use. When you register, or are registered within one of our digital learning solutions, we collect your name, school, instructor, class, and login information. Once you begin using one of our solutions, we collect your input to questions, technical specifications, and other information about how you use the solution. You are not required to provide PII; however, in order to use certain services, we may need to collect certain PII for that service to function properly or for us to provide you with requested information.

Depending on the product, the PII we collect includes information from the following categories:

Name, initials, and personal or business-related contact information

For our digital learning systems, we collect your name/initials and contact information when you create an account. However, we collect additional PII, or confirm existing PII, if you contact customer service with an issue or question.

Education & professional information

For some digital learning systems, we collect PII related to your position as an educator or student. This includes the state, district, name of school, courses, etc.

In some instances, we collect PII from third parties who provide single-sign-on functions via Learning Management Systems or related tools.

We automatically collect computer metadata and content to provide, improve, and maintain our products and services.

When you use our digital learning systems, we automatically collect certain information from you through the use of cookies, web beacons or other tracking mechanisms. This includes information about your experience such as your IP address, operating systems, pages viewed, and time spent.

Third parties also collect information automatically from you across websites and over time through the use of their own cookies, web beacons, and tracking mechanisms. This information is used to enable the functions of the digital learning system, as well as customize, maintain, and improve our digital learning systems. You may disable cookies via your browser or third party mechanisms. However, some features of our digital learning systems may not function properly without them. Third party cookies that we use include Google Analytics and Webtrends.

If you choose to communicate with or receive communications through our services via phone, text, chat, email, or any other platform for technical support, customer service, or other assistance, those interactions may be recorded and monitored to deliver the solution or information requested by you.

How do we use personal information?

As mentioned above, we use your information to provide you with the digital learning solution on behalf of your school, in order to meet our contractual obligation to you or your school with respect to the service. For example, to assist with identifying users across products and providing consistent service and to enable sharing of data between our products and your school's learning management system.

We will also process your PII to meet our legitimate interests, for example to improve the quality of services and products.

Except as described in this notice, we limit the use, collection, and disclosure of your PII to the minimum level necessary to deliver the service or information requested by you or your institution. We do not collect, use, or disclose PII that is not reasonably related to a legitimate business purpose necessary to serve you. Your information may also be used in order to maintain and/or improve our services.

Some of our digital learning solutions will use your previous responses to customize your learning experience. This customization is designed to ensure the best possible learning environment for a student without directly driving any determinative outcome.

Provision of your PII may be necessary in order to use the chosen digital learning solution. Failure to provide us with your PII may preclude you from using the digital learning solution.

Do we sell end-user personal information or use it for marketing purposes?

We will not sell end user PII or use information from educational records for marketing purposes.

We will not sell PII to other organizations, nor will we market to students using the information from their educational records (education records are defined as records directly related to a student and maintained by an educational agency or institution, or by a party acting for the agency or institution).

When do we share personal information?

In general, we only share your PII in order to provide, maintain, or improve our products or services, or respond to legal requests.

Co-branded/Other Web Sites and Features – We may share your PII with third-party business partners for the purpose of providing the service to you. These third-party business partners include cloud service providers, learning management systems (LMS), other educational software providers, etc. These business partners will be given limited access to the PII that is reasonably necessary to deliver the service, and we will require that such third parties follow the same privacy and security practices as McGraw Hill.

Business Transfer – In the event of a sale, merger or acquisition, we will be able to transfer your PII to a separate entity. We will require this entity to use your PII only for authorized purposes and by authorized persons in a manner consistent with the choices end users have made under this notice, and that security, integrity, and privacy of your PII is maintained.

Agents/Service providers – We hire other companies to perform certain business-related functions on our behalf and according to our instructions. For example, we provide your PII to service providers that host our platform data in the cloud (e.g., AWS).

Affiliates – McGraw Hill is a global corporation that consists of multiple organizations. We share your PII between organizations within McGraw Hill to provide, maintain, and improve our products and services. A list of the companies within the McGraw Hill group is available here.

Educational Institutions / Corporation – As we provide products and services to your institution / corporation, we share your data with approved individuals such as administrators or educators.

Law Enforcement – In the event that McGraw Hill receives a legal demand for end user data from a law enforcement agency, that request will only be honored if:

The request complies with all laws and clearly establishes the legal need for disclosure.

The request is related to a specific investigation and specific user accounts are implicated in that investigation.

Whenever legally permissible, users shall receive notice that their information is being requested.

McGraw Hill reserves the right to disclose to third parties non-personally identifiable information about our users and their use of the McGraw Hill services. For example, McGraw Hill may disclose aggregate data about the overall patterns or demographics of the users of the McGraw Hill products or services.

What rights do you have around your personal information?

As an end-user, you may have the rights to access, export, be informed about, rectify, object to the further processing of, restrict the processing of, withdraw consent to the processing of, and erase your personal information.

If you are or were a student, instructor, or administrator at an educational institution using a McGraw Hill digital product, you must direct any requests to exercise your data subject rights to the appropriate representative at your institution. Otherwise, you may reach out to McGraw Hill directly on the requests below:

Access and rectification – We strive to ensure that the PII we have about you is accurate and current. You may obtain confirmation as to whether or not PII concerning you exists, regardless of whether PII has already been recorded, and be communicated such information in a readily understandable form.

Choice & Objection to processing – With limited exceptions, you may choose to change how we use your PII at any time. However, if the PII is required in order to provide you with the service or process a transaction, you may not be able to opt-out without canceling the transaction or service. You may object, in whole or in part, on legitimate grounds, to the processing of your PII, even where such processing is relevant to the purpose of the collection. Please know that if we do receive a request to objection to the further processing of your information, you may no longer be able to access or use the digital learning solution.

Withdraw consent – Your educational institution is responsible for obtaining your consent, where required. McGraw Hill obtains consent from your institution to collect, process, and store your PII.

Restriction of processing: In specific cases (e.g., if you challenge the accuracy of the PII, while this is being checked), you can request a restriction on the processing of your PII, which can only be processed to file or defend claims.

Information – You have the right to be informed a) of the source of the PII; b) of the purposes and methods of the processing; c) of the logic applied to the processing, if processing is carried out with the help of electronic means; d) of the identity of the data controller and data processors; and e) of the entities or categories of entities to whom the PII may be communicated and who may have access to such PII in their capacity as data processor(s) or person(s) in charge of the processing.

Data portability – You have the right to export your PII from our systems in a readily accessible file type.

Erasure – You may request erasure, anonymization or blocking of a) PII that have been processed unlawfully; b) PII whose retention is unnecessary for the purposes for which it has been collected or subsequently processed. You can obtain certification to the effect that such operations, as well as their contents, have been notified to the entities to whom the data were communicated, unless this requirement proves impossible or involves a manifestly disproportionate effort. Since your educational institution has hired us to manage this information for them, we ask that you or your parent make any request to delete your information directly to your school. Please know that if we do receive a request to delete your information, you may no longer be able to access or use the digital learning solution.

How do we protect personal information?

Our IT security team has established industry standard security measures to protect your PII from unauthorized access and use.

McGraw Hill takes reasonable precautions to protect your information. When you submit PII via the digital learning system, your information is protected both online and off-line. McGraw Hill utilizes reasonable security measures to protect the security and confidentiality of your PII from unauthorized access and use.

How long do we retain personal information?

We will retain your data for the minimum amount of time necessary to accomplish the purpose for which it was collected, and thereafter no longer than is permitted under McGraw Hill's data retention policies. We will retain and use your data as necessary to comply with our obligations, resolve disputes and enforce agreements.

For information on the retention period that applies, reach out to the Privacy Office by emailing privacy@mheducation.com or calling +1-646-766-3199.

When do we transfer personal information overseas?

McGraw Hill is a global organization. Depending on your location, and the product or service, your information may be stored and processed within secure data centers at one or many of our locations. McGraw Hill has committed to meeting the requirements of local data protection laws, including EU law, to the extent required. If your data is stored locally, then your local laws prevail.

We recognize and acknowledge current data protection laws in the European Union, Switzerland, and around the world. To comply with privacy laws in the European Union, we have implemented appropriate contracts

for the international transfer of PII, on the basis of the standard contractual clauses approved by the European Commission and other international models as required by local law, to provide a legal mechanism for transferring data to McGraw Hill locations globally. For more information on the aforementioned model contracts and how to obtain a copy of the contract, please contact the Privacy Office at privacy@mheducation.com or +1-646-766-3199.

U.S. K-12 Student Privacy Pledge

McGraw Hill is a signatory to the Student Privacy Pledge and is committed to protecting student information. If a materially adverse change is made to this notice, we will notify your educational institution and seek their consent for this change.

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Exhibit D

Data Privacy and Security Guidelines

This Data Privacy and Security Guidelines ("DPSG" or "Security Guidelines") document sets forth the duties and obligations of McGraw Hill (defined below) with respect to Personal Information (defined below). In the event of any inconsistencies between the DPSG and the Agreement (defined below), the parties agree that the DPSG will supersede and prevail. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions.

- a. **"Agreement"** means the Agreement for the Services between the McGraw Hill LLC entity ("McGraw Hill") and Subscriber incorporating the Privacy Notice to which these Security Guidelines are referenced and made a part thereof.
- b. **"Applicable Laws"** means federal, state and international privacy, data protection and information security-related laws, rules and regulations applicable to the Services and to Personal Information.
- c. **"End User Data"** means the data provided to or collected by McGraw Hill in connection with McGraw Hill's obligations to provide the Services under the Agreement.
- d. **"Personal Information"** means information provided to McGraw Hill in connection with McGraw Hill's obligations to provide the Services under the Agreement that (i) could reasonably identify the individual to whom such information pertains, such as name, address and/or telephone number or (ii) can be used to authenticate that individual, such as passwords, unique identification numbers or answers to security questions or (iii) is protected under Applicable Laws. For the avoidance of doubt, Personal Information does not include aggregate, anonymized data derived from an identified or identifiable individual.
- e. **"Processing of Personal Information"** means any operation or set of operations which is performed upon Personal Information, such as collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction.
- f. **"Third Party"** means any entity (including, without limitation, any affiliate, subsidiary and parent of McGraw Hill) that is acting on behalf of, and is authorized by, McGraw Hill to receive and use Personal Information in connection with McGraw Hill's obligations to provide the Services.
- g. **"Security Incident"** means the unlawful access to, acquisition of, disclosure of, loss, or use of Personal Information.
- h. **"Services"** means any services and/or products provided by McGraw Hill in accordance with the Agreement.

2. Confidentiality and Non-Use; Consents.

- a. McGraw Hill agrees that the Personal Information is the Confidential Information of Subscriber and, unless authorized in writing by Subscriber or as otherwise specified in the Agreement or this DPSG, McGraw Hill shall not Process Personal Information for any purpose other than as reasonably necessary to provide the Services, to exercise any rights granted to it under the Agreement, or as required by Applicable Laws.
- b. McGraw Hill shall maintain Personal Information confidential, in accordance with the terms set forth in this Security Guidelines and Applicable Laws. McGraw Hill shall require all of its employees authorized by McGraw Hill to access Personal Information and all Third Parties to comply with (i) limitations consistent with the foregoing, and (ii) all Applicable Laws.
- c. Subscriber represents and warrants that in connection with any Personal Information provided directly by Subscriber to McGraw Hill, Subscriber shall be solely responsible for (i) notifying End

Users that McGraw Hill will Process their Personal Information in order to provide the Services and (ii) obtaining all consents and/or approvals required by Applicable Laws.

3. Data Security.

McGraw Hill shall use commercially reasonable administrative, technical and physical safeguards designed to protect the security, integrity, and confidentiality of Personal Information. McGraw Hill's security measures include the following:

- a. Access to Personal Information is restricted solely to McGraw Hill's staff who need such access to carry out the responsibilities of McGraw Hill under the Agreement.
- b. Access to computer applications and Personal Information are managed through appropriate user ID/password procedures.
- c. Access to Personal Information is restricted solely to Subscriber personnel based on the user role they are assigned in the system (provided, however, that it is the Subscriber's responsibility to ensure that user roles match the level of access allowed for personnel and that their personnel comply with Applicable Law in connection with use of such Personal Information).
- d. Data is encrypted in transmission (including via web interface) and at rest at no less than 256-bit level encryption.
- e. McGraw Hill or a McGraw Hill authorized party performs a security scan of the application, computer systems and network housing Personal Information using a commercially available security scanning system on a periodic basis.

4. Data Security Breach.

- a. In the event of a confirmed Security Incident, McGraw Hill shall (i) investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such Security Incident, (ii) timely provide any notifications to Subscriber or individuals affected by the Security Incident that McGraw Hill is required by law, subject to applicable confidentiality obligations and to the extent allowed and/or required by and not prohibited by Applicable Laws or law enforcement.
- b. Except to the extent prohibited by Applicable Laws or law enforcement, McGraw Hill shall, upon Subscriber's written request and to the extent available, provide Subscriber with a description of the Security Incident and the type of data that was the subject of the Security Incident.

5. Security Questionnaire.

Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, McGraw Hill shall respond to security questionnaires provided by Subscriber, with regard to McGraw Hill's information security program applicable to the Services, provided that such information is available in the ordinary course of business for McGraw Hill and it is not subject to any restrictions pursuant to McGraw Hill's privacy or data protection or information security-related policies or standards. Disclosure of any such information shall not compromise McGraw Hill's confidentiality obligations and/or legal obligations or privileges. Additionally, in no event shall McGraw Hill be required to make any disclosures prohibited by Applicable Laws. All the information provided to Subscriber under this section shall be Confidential Information of McGraw Hill and shall be treated as such by the Subscriber.

6. Security Audit.

Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, McGraw Hill's data security measures may be reviewed by Subscriber through an informal audit of policies and procedures or through an independent auditor's inspection of security methods used within McGraw Hill's infrastructure, storage, and other physical security, any such audit to be at Subscriber's sole expense and subject to a mutually agreeable confidentiality agreement and at mutually agreeable

timing, or, alternatively, McGraw Hill may provide Subscriber with a copy of any third party audit that McGraw Hill may have commissioned.

7. Records Retention and Disposal.

- a. Subscriber may access, correct, and delete any Personal Information in McGraw Hill's possession by submitting McGraw Hill's Personal Information Request Form: <https://www.mheducation.com/privacy/privacy-request-form>.
- b. McGraw Hill will use commercially reasonable efforts to retain End User Data in accordance with McGraw Hill's End User Data retention policies.
- c. McGraw Hill will use commercially reasonable efforts to regularly back up the Subscriber and End User Data and retain any such backup copies for a minimum of 12 months.