

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # **240152**  
 Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:  
**May 2, 2024**  
 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:

Name of Contract Initiator: Heather Teto/Ryan Widdowson Telephone #: 336-6906/6908

School/Dept Submitting Contract: Elementary Education/Federal Programs Cost Center # 9006/9106

Vendor Name: Curriculum Associates, LLC

Contract Title: i-Ready and Ellevation Platform and Strategies Subscription

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 230158

Contract Term: July 1, 2024 - June 30, 2025 Renewal Option(s):

Contract Cost: \$471,646.50 (i-Ready) + \$56,570.75 (Ellevation) = \$528,217.25

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
 Funding Source: Budget Line # 100.5100366.9106.1125.0000.000.0  
 Funding Source: Budget Line # 420.5100366/399.9106.0000.4060.000.4

**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)

**RECEIVED**  
 By Bertha Staefe at 2:00 pm, Mar 25, 2024

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date <b>REVIEWED</b> By Bertha Staefe at 1:58 pm, Mar 25, 2024	Technology Software, Single Source, Instructional Material/Copyright under 6A-1.012 (14),(12(d)), (11(b))
School Board Attorney JPS Review Date 4/8/24	JP - see vendor requested revisions to ICA & Data Share Agreement. I have reviewed and approved the contract terms and changes.
Other Dept. as Necessary Review Date 4/1/2024 received New DSA by email - Approved by EC	Ethan - See revisions to our Data Share Agreement (pages 36-39 of this document) - Do we need to send them our new Data Share Agreement?

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

FINAL STATUS **APPROVED**  
 By Bertha Staefe at 2:00 pm, Apr 09, 2024





## 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 Curriculum Associates, LLC (hereinafter referred to as “CONTRACTOR”), whose principal place of business is 153 Rangeway Road, North Billerica, MA 01862.

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 Clay County District Schools 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, as applicable [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 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 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 third-party claim, loss, damage, penalty, or liability 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.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services described herein. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy, as applicable, 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 manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and 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 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. CONTRACTOR shall bill SBCC annually in advance for its products and services and payment will be due 30 days from receipt of invoice.
  - 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.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement, within 90 days following license activation, without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party and SBCC will receive a pro-rata refund. 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 and a pro-rata refund will be issued.
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, without the express written consent of the SBCC Purchasing Department, except in connection with the sale of all or substantially all of the outstanding assets or equity of CONTRACTOR.
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 access to these records during the above retention period.
18. 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) for those employees working on site with direct unsupervised contact with students. 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, as applicable. 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 order 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)                      \*Exempt, need signed WCAF

*\*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, and access to the SBCC networks (hereinafter "Confidential Information"). For the purposes of this Agreement and for the advance of doubt, Confidential Information, "student records" and "student information" shall not include De-identified Data, as defined by FERPA. 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 and upon written notice from SBCC. CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information within 30 days of written request. Ellevation backup data will be deleted 90 days after termination while i-Ready backup data will be deleted automatically over time in accordance with CONTRACTOR'S data retention and destruction policies. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all applicable federal and state laws and applicable 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 Confidential 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:
  - a. 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.
  - b. 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.
  - c. Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
  - d. 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.
  - e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their

employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.071(5)(a)2 and 3, Florida Statutes):

- a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]
- b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.071(5)(a)2 and 6]

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](mailto: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.

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**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: Heather Teto/Ryan Widdowson

School/Department Name: Elementary Education/Federal Programs

Mailing Address: 23 South Green Street, Green Cove Springs, FL 32043

Phone #: 904-336-6909/6908 Email Address: heather.teto@myoneclay.net/ryan.widdowson@myoneclay.net

**Accepted and Agreed to:**

**SCHOOL BOARD OF CLAY COUNTY**


By: \_\_\_\_\_

Print Name: Ashley Gilhousen

Title: School Board Chair

Date: \_\_\_\_\_

**CONTRACTOR**

By: 

Print Name: Robert Waldron

Title: CEO

Date: 4/9/2024



**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)

Attachment A-1 - i-Ready - Q345935.6  
Attachment A-2 - Ellevation Platform - Q-42579  
Attachment A-3 - Ellevation Strategies - Q-45952

2. **Term:**

The term of this Agreement shall commence on July 1, 2024 and continue until June 30, 2025, 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 \$ 528,217.25 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 \$ 528,217.25.

**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. Contactor had an opportunity to review and consult with legal counsel regarding this document.
10. Contactor 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: Curriculum Associates, LLC

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Robert Waldron

Title of Authorized Representative: CEO

Date: 4/9/2024



## Exhibit # 2 (a)

### EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"), as applicable. 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.

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

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**(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.

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**RECORDS ACCESS AND RETENTION**

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Records Access (34 CFR 80.36 (i)(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.

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**RECOVERED MATERIALS**

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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: Curriculum Associates, LLC

Signature of Authorized Representative: 

Print Name of Authorized Representative: Robert Waldron, CEO

**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 for cause 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: Curriculum Associates, LLC

Robert Waldron

Printed Name

Signature: 

CEO

Title of Authorized Representative

Date: 4/9/2024



**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:** Curriculum Associates, LLC

**AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:**

Robert Waldron  
(Printed Name)

  
(Signature)

CEO  
(Title)

4/9/2024  
(Date)

**Exhibit # 2 (d)**

**NON-COLLUSION AFFIDAVIT**

State of FLORIDA)  
County of CLAY)

My name is (INSERT NAME Robert Waldron). 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 Curriculum Associates, LLC) 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 Curriculum Associates, LLC) 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:** Curriculum Associates, LLC

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Robert Waldron  
(Printed Name)

  
(Signature)

CEO  
(Title)

4/9/2024  
(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
<u>  N/A  _____</u>	_____	_____
_____	_____	_____
_____	_____	_____

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.



\_\_\_\_\_  
Signature

Curriculum Associates, LLC  
Company Name



# Curriculum Associates®

**Prepared For:**

Heather Teto  
Clay County District Schools  
900 Walnut St,  
Green Cv Spgs, FL 32043

2/13/2024

Dear Heather Teto,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025

Quote ID: 345935.6

Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready	\$450,288.00	\$356,832.00
Toolbox	\$114,370.00	\$97,214.50
Professional Learning	\$17,600.00	\$17,600.00
i-Ready Partners Services	\$56,000.00	\$0.00
<p><i>i-Ready Partners Services Includes:</i></p> <ul style="list-style-type: none"> <li><b>Initial Implementation Services:</b> Provisioning, Initial Rostering, Hosting, Technology Assessment</li> <li><b>Implementation Management:</b> Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management</li> <li><b>Staff Development Consultation and Resources:</b> Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources</li> <li><b>Technical Support:</b> Proactive Network Monitoring &amp; Issue Notification, Annual Health Check, Technical Support</li> </ul>		
	List Total:	\$638,258.00
	Savings:	\$166,611.50
	Shipping/Tax/Other:	\$0.00
	<b>Total:</b>	<b>\$471,646.50</b>

Thank you again for your interest in Curriculum Associates.

**Sincerely**

Angela Gitto  
(518) 867-9780  
agitto@cainc.com

**Please submit this quote with your purchase order**

# Curriculum Associates®

Quote ID: 345935.6    Date: 2/13/2024    Quote Valid through: 12/31/2024

**Prepared For:**  
**Heather Teto**  
**Clay County District Schools**  
**900 Walnut St,**  
**Green Cv Spgs, FL 32043**  
**heather.teto@myoneclay.net**

**Your Representative:**  
 Angela Gitto  
 (518) 867-9780  
 agitto@cainc.com

Argyle ES 2625 Spencers Plantation Blvd, Orange Park, FL 32073							
Total Building Enrollment: 756, Grade Range: PK - 5							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	756	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$16,176.00
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$16,176.00
Charles E Bennett ES 1 S Oakridge Ave, Green Cv Spgs, FL 32043							
Total Building Enrollment: 574, Grade Range: PK - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	574	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$16,176.00
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$16,176.00



**Clay Hill ES 6345 County Road 218, Jacksonville, FL 32234**

Total Building Enrollment: 399, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	399	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$13,817.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,817.50

**Coppergate ES 3460 Copper Colts Ct, Middleburg, FL 32068**

Total Building Enrollment: 483, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	483	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$13,817.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,817.50

**Discovery Oaks ES 950 Oakleaf Plantation Pkwy, Orange Park, FL 32065**

Total Building Enrollment: 812, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$18,160.00	\$16,344.00	\$16,344.00
i-Ready Learning Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	Multiple	28271.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	812	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$20,645.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,645.00



**Doctors Inlet ES 2634 County Road 220, Middleburg, FL 32068**

Total Building Enrollment: 560, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	560	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00

**Fleming Island ES 4425 Lakeshore Dr, Orange Park, FL 32003**

Total Building Enrollment: 700, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	700	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00

**Grove Park ES 1643 Miller St, Orange Park, FL 32073**

Total Building Enrollment: 452, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	452	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$13,817.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,817.50

**Keystone Heights ES 335 Sw Pecan St, Keystone Hgts, FL 32656**

Total Building Enrollment: 735, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	735	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00

**Lake Asbury ES 2901 Sandridge Rd, Green Cv Spgs, FL 32043**

Total Building Enrollment: 833, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$18,160.00	\$16,344.00	\$16,344.00
i-Ready Learning Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	Multiple	28271.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	833	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$20,645.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,645.00

**Lakeside ES 2752 Moody Ave, Orange Park, FL 32073**

Total Building Enrollment: 742, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	742	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00



<b>McRae ES 6770 County Road 315, Keystone Hgts, FL 32656</b>							
Total Building Enrollment: 483, Grade Range: PK - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	483	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$13,817.50
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$13,817.50

<b>Middleburg ES 3958 Main St, Middleburg, FL 32068</b>							
Total Building Enrollment: 562, Grade Range: K - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	562	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$16,176.00
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$16,176.00

<b>Montclair ES 2398 Moody Ave, Orange Park, FL 32073</b>							
Total Building Enrollment: 399, Grade Range: PK - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	399	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$13,817.50
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$13,817.50



**Oakleaf Village ES 410 Oakleaf Village Pkwy, Orange Park, FL 32065**

Total Building Enrollment: 912, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$18,160.00	\$16,344.00	\$16,344.00
i-Ready Learning Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	Multiple	28271.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	912	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$20,645.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,645.00

**Orange Park ES 1401 Plainfield Ave, Orange Park, FL 32073**

Total Building Enrollment: 441, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	441	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$13,817.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,817.50

**Plantation Oaks ES 4150 Plantation Oaks Blvd, Orange Park, FL 32065**

Total Building Enrollment: 973, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$18,160.00	\$16,344.00	\$16,344.00
i-Ready Learning Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	Multiple	28271.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	973	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$20,645.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,645.00

**R M Paterson ES 5400 Pine Ave, Fleming Islan, FL 32003**

Total Building Enrollment: 757, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	757	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00

**Rideout ES 3065 Apalachicola Blvd, Middleburg, FL 32068**

Total Building Enrollment: 483, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	483	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$13,817.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,817.50

**Ridgeview ES 421 Jefferson Ave, Orange Park, FL 32065**

Total Building Enrollment: 539, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	539	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00



**S Bryan Jennings ES 215 Corona Dr, Orange Park, FL 32073**

Total Building Enrollment: 462, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	462	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$13,817.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,817.50

**Shadowlawn ES 2945 County Road 218, Green Cv Spgs, FL 32043**

Total Building Enrollment: 672, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	672	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00

**Spring Park ES 3530 County Road 315, Green Cove Springs, FL 32043**

Total Building Enrollment: 800, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	800	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00



**Swimming Pen Creek ES 1630 Woodpecker Ln, Middleburg, FL 32068**

Total Building Enrollment: 434, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	434	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$13,817.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,817.50

**Thunderbolt ES 2020 Thunderbolt Rd, Fleming Islan, FL 32003**

Total Building Enrollment: 726, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	726	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00

**Tynes ES 1550 Tynes Blvd, Middleburg, FL 32068**

Total Building Enrollment: 980, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$18,160.00	\$16,344.00	\$16,344.00
i-Ready Learning Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	Multiple	28271.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	980	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$20,645.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,645.00

**W E Cherry ES 420 Edson Dr, Orange Park, FL 32073**

Total Building Enrollment: 623, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	623	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00

**Wilkinson ES 4965 County Road 218, Middleburg, FL 32068**

Total Building Enrollment: 644, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	644	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00

**Clay County District Schools 900 Walnut St, Green Cv Spgs, FL 32043**

Total Building Enrollment: 25038, Grade Range: PK - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Learning Session (up to 6 hours) AY 24-25	Multiple	38557.0	8	\$2,200.00	\$2,200.00	\$17,600.00
Subtotal:						\$17,600.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$17,600.00

Total			
		List Total:	\$638,258.00
		Savings:	\$166,611.50
		Merchandise Total:	\$471,646.50
		Voucher/Credit:	\$0.00
		Estimated Tax:	\$0.00
		Estimated Shipping:	\$0.00
		<b>Total:</b>	<b>\$471,646.50</b>

**Special Notes**

**All i-Ready purchases require professional development.**  
 15% Blended Learning Discount applied to Toolbox contingent upon purchase of i-Ready.  
 10% discount applied to i-Ready based on scope of quote.  
 Please make PO out to Curriculum Associates.

F.O.B.: N. Billerica, MA 01862  
 Shipping: Shipping based on MDSE total  
 Terms: Net 30 days, pending credit approval  
 Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

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# Curriculum Associates

## Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to [pdoperations@cainc.com](mailto:pdoperations@cainc.com).

# Curriculum Associates<sup>®</sup>

## Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

## Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

### Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



Account Management



Professional Development



Educational Consultants



Achievement Analytics



Technical Support

## Your *i-Ready Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals





# Curriculum Associates®

## Placing an Order

**Email:** [Orders@cainc.com](mailto:Orders@cainc.com)  
**Fax:** 1-800-366-1158  
**Mail:**  
ATTN: CUSTOMER SERVICE DEPT.  
Curriculum Associates LLC  
153 Rangeway Rd  
North Billerica, MA 01862-2013

Please visit [CurriculumAssociates.com](http://CurriculumAssociates.com) for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions. Please attach quote to all signed purchase orders. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

## Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing [AR@cainc.com](mailto:AR@cainc.com).

Please send any payment notifications to [payments@cainc.com](mailto:payments@cainc.com). Credit card payments are only accepted for purchases under \$50,000.

## Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at [invoices@cainc.com](mailto:invoices@cainc.com) or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

## Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support). Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

# Curriculum Associates, LLC Price Quote - Q-42579

Version: 1

Quote Date: 2/15/2024

Quote Expiration Date: 8/1/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC  
 Representative: Susy Garcia  
 Email: susy.garcia@ellevationeducation.com  
 Phone: 617-307-5755  
 Address: 153 Rangeway Road,  
 North Billerica, MA 01862  
 Start Date: 7/1/2024

Customer: School District of Clay County, FL  
 Contact Name: Ryan Widdowson  
 Email: ryan.widdowson@myoneclay.net  
 Phone: (904) 284-6500  
 Address: 900 Walnut Street,  
 Green Cove Springs, FL 32043  
 End Date: 6/30/2025

## Subscription Fees

Product	Quantity	Unit Price	Total Fees
2024 - Ellevation	1,510	\$15.50	\$23,405.00
<b>Subscription Total:</b>			<b>\$23,405.00</b>

## Services Fees

<b>Services Total:</b>			<b>\$0.00</b>
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## Total Investment - Q-42579

<b>Grand Total:</b>		<b>\$23,405.00</b>
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: [susy.garcia@ellevationeducation.com](mailto:susy.garcia@ellevationeducation.com)



# Curriculum Associates, LLC Price Quote - Q-45952

Attachment A-3

Version: 1  
Quote Date: 2/15/2024  
Quote Expiration Date: 8/1/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC  
Representative: Susy Garcia  
Email: [susy.garcia@ellevationeducation.com](mailto:susy.garcia@ellevationeducation.com)  
Phone: 617-307-5755  
Address: 153 Rangeway Road,  
North Billerica, MA 01862  
Start Date: 7/1/2024

Customer: School District of Clay County, FL  
Contact Name: Ryan Widdowson  
Email: [ryan.widdowson@myoneclay.net](mailto:ryan.widdowson@myoneclay.net)  
Phone: (904) 284-6500  
Address: 900 Walnut Street,  
Green Cove Springs, FL 32043  
End Date: 6/30/2025

## Subscription Fees

Product	Quantity	Unit Price	Total Fees
Strategies	1,510	\$15.50	\$23,405.00
Subscription Total:			\$23,405.00

## Services Fees

Product	Quantity	Unit Price	Total Fees
Online Training Hour	5	\$1,250.00	\$6,250.00
Strategies Data/Implementation	1	\$3,510.75	\$3,510.75
Services Total:			\$9,760.75

## Total Investment - Q-45952

Grand Total:	\$33,165.75
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Invoicing Schedule: Up Front, In Full      Payment Term: Net 30      Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: [susy.garcia@ellevationeducation.com](mailto:susy.garcia@ellevationeducation.com)







# STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

School Board of Clay County

and

Curriculum Associates, LLC

---

Provider Name

Version: 1r7

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## STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

School Board of Clay County

and

Curriculum Associates, LLC

Provider Name

Version: 1r7

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*This document may only be used by A4L Community members and may not be altered in any substantive manner.*



This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

School Board of Clay County, located at 900 Walnut Street, Green Cove Springs, FL 32043  
(the “Local Education Agency” or “LEA”)

And Curriculum Associates, LLC located at 153 Rangeway Rd, North Billerica, MA 01862 (the “Provider”).  
Provider Name Street, City, State

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check Box if Required**
  - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
  - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”**. (Optional)
  - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit “E”** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Ethan Caren Title: Director of Information Services  
Address: 900 Walnut Street, Green Cove Springs, FL 32043  
Phone: 904-336-9603 Email: ethan.caren@myoneclay.net

The designated representative for the Provider for this DPA is:

Name: Legal Department Title: \_\_\_\_\_  
Address: 153 Rangeway Rd, North Billerica, MA 01862  
Phone: (800) 225-0248 Email: customercontracts@cainc.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA, School Board of Clay County

By: *Ethan R. Caren*

Date: 04/01/2024

Printed Name: Ethan Caren

Title/Position: Director of Information Services

Curriculum Associates, LLC

Name of Provider

By: *Jordan Meranus*

Date: 3/27/2024

Printed Name: Jordan Meranus

Title/Position: Ellevation - Division CEO

## STANDARD CLAUSES

Version 1.0

### ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.



3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect

to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.



- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

## ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

**Exhibit “H”**, the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit “H”** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.



**EXHIBIT "A"****DESCRIPTION OF SERVICES**

Vendors/Providers - please list all applications you support that are in use at the District, describe what your application does and what grade levels and/or staff groups will access your software (as applicable).

Provider's Ellevation educational software offers three main cloud-based software solutions. The Ellevation Platform, our data and instructional planning solution, is a comprehensive EL program management tool that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students. Ellevation Strategies®, our teacher capacity solution, offers a set of research-based instructional practices and activities to help classroom teachers plan instruction and help ELs acquire language while mastering grade-level content. Ellevation Math®, our academic language solution, develops the academic language of students in math by front-loading key vocabulary concepts within the context of a math problem.

In addition to our software subscriptions, Ellevation offers a suite of training solutions designed to ensure our partners maximize the value and benefits of our products. We offer a range of synchronous and asynchronous training options, including on-demand videos, online workshops, and in-person trainings.

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: migrant status	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>



Category of Data	Elements	Check if Used by Your System
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application: staff ID; staff email; staff name; staff school assignment	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

**EXHIBIT “C”****DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

**Student Generated Content:** The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.



**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

School Board of Clay County Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

---

**Categories of data**

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Describe here or attach special instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By Date:

4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
Date

**EXHIBIT "E"**

**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Clay County District Schools ("Originating LEA") which is dated \_\_\_\_\_ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

customercontracts@cainc.com

Curriculum Associates, LLC

**Name of Provider**

BY: 

Date: 3/27/2024

Printed Name: Jordan Meranus

Title/Position: Ellevation - Division CEO

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between School Board of Clay County (Originating LEA) and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE OF LEA:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT “F”****DATA SECURITY REQUIREMENTS****Adequate Cybersecurity Frameworks****2/24/2020**

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* (“Cybersecurity Frameworks”) that may be utilized by Provider.

## Cybersecurity Frameworks

Check those that apply	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
<input checked="" type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input checked="" type="checkbox"/>	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here



**EXHIBIT "G"****Supplemental SDPC State Terms for [State]**Version 1

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

- 1) An operator may not knowingly do any of the following:
  - a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
  - b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
  - c) Share, sell, or rent a student's information, including covered information ....
  
- 2) An operator shall do all the following:
  - a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
  - b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
  - c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

**EXHIBIT “H”****Additional Terms or Modifications**

Version \_\_\_\_\_

LEA and Provider agree to the following additional terms and modifications:

(This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read “None.” 618-1/4715859.1)

**1. Article IV, Paragraph 4 is amended to read as follows:**

**No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to ~~aggregate summaries of~~ De-Identified ~~information~~Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

**2. Article IV, Paragraph 5 is amended to read as follows:**

**De-Identified Data**: Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless ~~(a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer.~~ Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

**3. Article IV, Paragraph 6 is deleted in its entirety and replaced with the following:**

**Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. ~~Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice.~~ The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3 or data which may have been created and archived for disaster recovery purposes, which backup data shall be destroyed pursuant to Provider's data retention and destruction policies, consistent with industry standards. The LEA may employ a “Directive for Disposition of Data” form to Provider, a copy of which is attached hereto as Exhibit “D”. If the LEA and Provider employ Exhibit “D”, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit “D”.







This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

School Board of Clay County, located at 900 Walnut Street, Green Cove Springs, FL 32043  
(the “**Local Education Agency**” or “**LEA**”)

And Curriculum Associates, LLC located at 153 Rangeway Rd, North Billerica, MA 01862 (the “**Provider**”).  
Provider Name Street, City, State

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions.** Check Box if Required
  - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
  - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”**. (Optional)
  - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit “E”** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Ethan Caren Title: Director of Information Services  
Address: 900 Walnut Street, Green Cove Springs, FL 32043  
Phone: 904-336-9603 Email: ethan.caren@myoneclay.net

The designated representative for the Provider for this DPA is:

Name: Legal Department Title: \_\_\_\_\_  
Address: 153 Rangeway Rd, North Billerica, MA 01862  
Phone: (800) 225-0248 Email: customercontracts@cainc.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA, School Board of Clay County

By: *Ethan R. Caren*

Date: 04/01/2024

Printed Name: Ethan Caren

Title/Position: Director of Information Services

Curriculum Associates, LLC

Name of Provider

By: *Jordan Meranus*

Date: 3/27/2024

Printed Name: Jordan Meranus

Title/Position: Ellevation - Division CEO

**STANDARD CLAUSES**

Version 1.0

**ARTICLE I: PURPOSE AND SCOPE**

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

**ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect



to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

## ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

**Exhibit “H”**, the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit “H”** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.



9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"****DESCRIPTION OF SERVICES**

Vendors/Providers - please list all applications you support that are in use at the District, describe what your application does and what grade levels and/or staff groups will access your software (as applicable).

Provider's Ellevation educational software offers three main cloud-based software solutions. The Ellevation Platform, our data and instructional planning solution, is a comprehensive EL program management tool that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students. Ellevation Strategies®, our teacher capacity solution, offers a set of research-based instructional practices and activities to help classroom teachers plan instruction and help ELs acquire language while mastering grade-level content. Ellevation Math®, our academic language solution, develops the academic language of students in math by front-loading key vocabulary concepts within the context of a math problem.

In addition to our software subscriptions, Ellevation offers a suite of training solutions designed to ensure our partners maximize the value and benefits of our products. We offer a range of synchronous and asynchronous training options, including on-demand videos, online workshops, and in-person trainings.

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: migrant status	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>



Category of Data	Elements	Check if Used by Your System
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application: staff ID; staff email; staff name; staff school assignment	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

**EXHIBIT “C”****DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

**Student Generated Content:** The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

School Board of Clay County Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

---

**Categories of data**

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Describe here or attach special instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By Date:

4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
Date

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

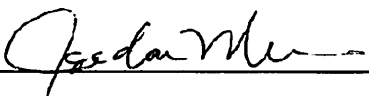
**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Clay County District Schools ("Originating LEA") which is dated \_\_\_\_\_ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

customercontracts@cainc.com

Curriculum Associates, LLC

**Name of Provider**

BY:  Date: 3/27/2024

Printed Name: Jordan Meranus Title/Position: Ellevation - Division CEO

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between School Board of Clay County (Originating LEA) and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE OF LEA:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT “F”****DATA SECURITY REQUIREMENTS****Adequate Cybersecurity Frameworks****2/24/2020**

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* (“Cybersecurity Frameworks”) that may be utilized by Provider.

## Cybersecurity Frameworks

Check those that apply	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
<input checked="" type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input checked="" type="checkbox"/>	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

**EXHIBIT "G"****Supplemental SDPC State Terms for [State]**Version 1

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

- 1) An operator may not knowingly do any of the following:
  - a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
  - b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
  - c) Share, sell, or rent a student's information, including covered information ....
  
- 2) An operator shall do all the following:
  - a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
  - b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
  - c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.



**EXHIBIT "H"****Additional Terms or Modifications**

Version \_\_\_\_\_

LEA and Provider agree to the following additional terms and modifications:

(This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None." 618-1/4715859.1)

1. The first WHEREAS CLAUSE on page 2 is amended to add "relating to its Ellevation Platform" after "digital services".
2. Article IV, Paragraph 4 is amended to read as follows: No Disclosure: Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to De-Identified Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
3. Article IV, Paragraph 5 is amended to read as follows: De-identified Data: Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer De-identified Student Data to any party unless that party agrees in writing not to attempt re-identification. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
4. Article IV, Paragraph 6 is amended to read as follows: Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. For clarification, the LEA shall have thirty (30) days following termination or expiration of the Service Agreement to provide Provider with a written request for a one-time, delimited file export of its data via SFTP. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Section II 3 or data which may have been created and archived or disaster recovery purposes, which backup data shall be destroyed pursuant to

Provider's data retention and destruction policies, consistent with industry standards. The LEA may employ a "Directive for Disposition of Data" form to Provider, a copy of which is attached hereto as Exhibit "D". If the LEA and Provider employ Exhibit "D", no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".



# Curriculum Associates

2023 / 2024

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Sincerely,



Woody Paik

Executive Vice President, Sales

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**SOLE SOURCE STATEMENT**

Jan 19, 2024

To Whom It May Concern,

I am an authorized representative of Curriculum Associates, LLC and I affirm that Curriculum Associates, LLC is the sole source supplier, publisher and holder of all copyrights for all items related to the Ellevation subscription-based instructional management and training service.

Subscriptions and support services related to all Curriculum Associates, LLC data management and training products are provided only by Curriculum Associates, LLC and are not available through resellers.

We have done extensive market research and confirm there is/are no other like products or services available for purchase that would serve the same purpose or function for the above-named product or service.

Please let us know if you have any questions. Our contact information is below.

Sincerely,

A handwritten signature in black ink, appearing to read "Teddy Rice", with a stylized flourish at the end.

Teddy Rice  
President and Co-Founder  
Ellevation Education  
50 Milk Street, Floor 20  
Boston, MA 02109  
[sales@ellevationeducation.com](mailto:sales@ellevationeducation.com)