

Data Sharing/Use Agreement
Between
Jefferson County Board of Education
And
Curriculum Associates, LLC

This Data Sharing/Use Agreement ("Agreement") between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools ("JCPS"), and Curriculum Associates, LLC, a limited liability company organized under the laws of Massachusetts. ("Services Provider") describes the services to be provided to JCPS by Services Provider, and the means to be used by Services Provider to ensure the confidentiality and security of information and data exchanged between JCPS and Services Provider in connection with the provision of the services.

A. PERIOD OF THE AGREEMENT

This Agreement shall be effective as of April 21, 2021 and will terminate when the services contract referenced in Paragraph B.1. below terminates, unless terminated earlier by either party pursuant to Section H.

B. SCOPE OF THE AGREEMENT AND INTENDED USE OF THE DATA

1. Services Provider will provide the following services to JCPS under the terms of a services contract between JCPS and Services Provider effective April 21, 2021: Services Provider has granted to JCPS a limited, revocable, non-transferable license to access and use its educational online software, *i-Ready*® Assessment & Personalized Instruction for Math and/or Reading, including supplementary access to Toolbox and Professional Development, solely for the educational purposes in accordance with the terms and conditions of use expressed in this Agreement and the Contracts For The Procurement of Professional Services between the parties for the *i-Ready* software licenses and related professional development services.
2. JCPS and Services Provider agree that Services Provider is an organization to which JCPS can disclose personally identifiable information from an education record of a student, as defined in 34 CFR 99.3, under the "school official exception" of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(1) ("FERPA"), because the disclosure is to a contractor to whom JCPS has outsourced institutional services or functions for which JCPS would otherwise use employees; the contractor is under the direct control of JCPS with respect to the use and maintenance of education records; and the contractor is subject to the requirements of 34 CFR 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

3. JCPS shall disclose to Services Provider confidential, personally identifiable information from an education record of a student, as defined in 34 C.F.R. 99.3, under the "school official exception" of FERPA, 34 C.F.R. 99.31 (a)(1), when the disclosure is within such exception as stated in Paragraph B.2 above and Services Provider has a legitimate educational interest for access to such education records. The confidential data, including student and non-student information to be disclosed, is described in a document attached to this Agreement as **Attachment A**. For the purposes of this Agreement, "De-identified student data," which refers to data generated from student usage of *i-Ready*® from which all personally identifiable information has been removed so that it cannot reasonably be used to identify an individual student in accordance with 34 CFR 99.31(b)(1), shall not be considered confidential data. Services Provider shall use personally identifiable information from education records and other records in order to perform the services described in Paragraph B.1 above. Services Provider shall notify JCPS and JCPS shall provide written consent, if approved, of any changes to the list of disclosed data necessary for the services or any changes to the scope, purpose or duration of the services themselves. Any agreed upon changes to the data disclosed shall be reduced to writing and included in an update to Attachment A to this Agreement. Any agreed upon changes to the scope, purpose or duration of the services shall be reduced to writing and included in an amendment to the services contract described in Paragraph B.1 above.
4. Services Provider and JCPS shall work cooperatively to determine the proper medium and method for the transfer of confidential data between each other. Services Provider shall confirm the transfer of confidential data and notify JCPS as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol shall apply to any transfer of confidential data from Services Provider to JCPS.

C. CONSTRAINTS ON USE OF DATA

1. Services Provider agrees that the services shall be provided in a manner that does not permit personal identification of parents and students by individuals other than representatives of Services Provider that have legitimate interests in the information.
2. Services Provider will not contact the individuals included in the data sets without obtaining advance written authorization from JCPS.
3. Services Provider shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by JCPS.
4. Services Provider shall use the data only for the purpose described in Paragraph B.1 above. The data shall not be used for personal gain or profit, except JCPS acknowledges that Services Provider may use aggregated, De-identified student data, as defined above in Section B.3, for core production functionality to make *i-Ready*® a more effective, adaptive product, and for research and development purposes, including analyzing the efficacy of *i-Ready*, consistent with FERPA.

D. DATA CONFIDENTIALITY AND DATA SECURITY

Services Provider agrees to the following confidentiality and data security statements:

1. Services Provider acknowledges that, except for De-identified student data, the data is confidential data and proprietary to JCPS, and agrees to protect the data from unauthorized disclosures and to comply with all applicable Local, State and Federal confidentiality laws and regulations including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; 7 C.F.R. 245.6 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
2. If the performance of this Agreement involves the transfer by JCPS to Services Provider of any data regarding any JCPS student that is subject to FERPA, Services Provider agrees to:
 - a. In all respects comply with the provisions of FERPA.
 - b. Use any such data for no purpose other than to fulfill the purposes of the services contract described in Paragraph B.1 above, and not share any such data with any person or entity other than Services Provider and its employees, contractors and agents, without the prior written approval of JCPS. For the purposes of this Agreement, "subcontractors" shall not include Services Provider's cloud hosting provider, and vendors used in the ordinary course of business who perform technology and software development and maintenance services under Services Provider's supervision on Services Provider's internal systems.
 - c. Require all employees, contractors and agents of Services Provider to comply with all applicable provisions of FERPA with respect to any such data.
 - d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the services contract described in Paragraph B.1 above, including the use of backup servers for disaster recovery.
 - e. Provide the services under the services contract described in Paragraph B.1 above in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of Services Provider having a legitimate interest in knowing such personal identification.
 - f. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) upon written request by JCPS.

3. Services Provider shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. If Services Provider becomes legally compelled to disclose any confidential and otherwise personally identifiable data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then Services Provider shall use reasonable efforts to provide JCPS with prior notice before disclosure so that JCPS may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure JCPS's compliance with the confidentiality requirements of federal or state law; provided, however, that Services Provider will use reasonable efforts to maintain the confidentiality of confidential and otherwise personally identifiable data. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, Services Provider will only disclose that portion of confidential and otherwise personally identifiable data that Services Provider is legally required to disclose.
4. Except as set forth in Paragraph C.4, Services Provider shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data.
5. Except as set forth in Paragraph C.4, Services Provider shall not use data shared under this Agreement for any purpose other than the services contract described in Paragraph B.1 above. Nothing in this Agreement shall be construed to authorize Services Provider to have access to additional data from JCPS that is not included in the scope of this Agreement (or addenda). Services Provider understands that this Agreement does not convey ownership of the data to Services Provider.
6. Services Provider shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
 - a. Creating, distributing, and implementing data governance policies and procedures which protect data through appropriate administrative, technical and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - b. Encrypting all data carried on mobile computers/devices;
 - c. Encrypting data before it is transmitted electronically;
 - d. Requiring that users be uniquely identified and authenticated before accessing data;
 - e. Establishing and enforcing well-defined data privilege rights which restrict users' access to the data necessary for this to perform their job functions;

- f. Ensuring that all staff accessing data sign a nondisclosure statement, attached as **Attachment B**, and maintain copies of signed statements;
 - g. Securing access to any physical areas/electronic devices where sensitive data are stored;
 - h. Installing a firewall to permit or deny network transmissions based upon a set of rules; and
 - i. Installing anti-virus software to protect the network.
7. If Services Provider receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. (the "Act"), Services Provider shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:
- a. "Personal Information" is defined in accordance with KRS 61.931(6) as an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - i. An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
 - ii. A Social Security number;
 - iii. A taxpayer identification number that incorporates a Social Security number;
 - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
 - v. A passport number or other identification number issued by the United States government; or
 - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.
 - b. As provided in KRS 61.931(5), a "non-affiliated third party" means any person or entity that has a contract or agreement with an agency and receives (accesses, collects or maintains) personal information from the agency pursuant to the contract or agreement. For the purposes of this Agreement, "non-affiliated third party(ies)" shall not include Services Provider's cloud hosting provider, and vendors used in the

ordinary course of business who perform technology and software development and maintenance services under Services Provider's supervision on Services Provider's internal systems.

- c. Services Provider shall not re-disclose, without the written consent of JCPS, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
 - d. Services Provider agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - e. Services Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
8. If Services Provider is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Services Provider agrees that:
- a. Services Provider shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent through JCPS. Services Provider shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data."
 - b. Pursuant to KRS 365.734(2), Services Provider shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
 - c. Pursuant to KRS 365.734(2), Services Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.
 - d. Pursuant to KRS 365.734(3), Services Provider hereby certifies that it will comply with KRS 365.734(2).
9. Services Provider shall report all known breaches of the data, in any format, to Dr. Kermit Belcher, Chief Information Officer. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, a breach of hard copies of records, etc.); (5) a description of the information lost or compromised; (6) the name of the electronic system and possible interconnectivity with other systems; (7) the storage medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted.

10. Services Provider shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement and written notice from JCPS. Services Provider agrees to require all employees, contactors, or agents of any kind using JCPS data to comply with this provision. Services Provider agrees to document the methods used to destroy the data, and upon request, provide certification to JCPS that the data has been destroyed.
11. For purposes of this Agreement and ensuring Services Provider's compliance with the terms of this Agreement and all application of the state and Federal laws, Services Provider designates Dow Hardy (or an alternative designee specified in writing) as the temporary custodian ("Temporary Custodian") of the data that JCPS shares with Services Provider. JCPS will release all data and information under this Agreement to Temporary Custodian. Temporary Custodian shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the return or destruction of the data as described below. JCPS or its agents may, upon request, review the records Services Provider is required to keep under this Agreement.
12. Services Provider acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement.
13. Services Provider shall maintain, during the term of this Agreement, a cyber-insurance liability policy, in the amount of \$5M. Upon request, Services Provider shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Board of Education of Jefferson County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept.
3332 Newburg Road
Louisville, Kentucky 40218
14. Services provider shall maintain, during the term of this Agreement, ISO27001 or SOC2 certification. If Services Provider is unable to provide ISO27001 or SOC2 certification, minimum requirements on a JCPS-provided standardized questionnaire must be met. Upon request, Services Provider shall furnish a current ISO27001, SOC2 certification, or updated questionnaire.

E. FINANCIAL COSTS OF DATA-SHARING

Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to JCPS are costs associated with the compiling of student data requested under this Agreement and costs associated with the electronic delivery of the student data to Services Provider.

No payments will be made under this Agreement by either party. Any payments to Services Provider will be made under the services contract described in Paragraph B.1 above.

F. OBLIGATIONS OF JCPS

During the term of this Agreement, JCPS shall:

1. Prepare and deliver the data described in **Attachment A**.

G. LIABILITY

Services Provider agrees to be responsible for and assumes all liability for any third-party claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to Services Provider's intentional or negligent release of personally identifiable student, parent or staff data ("Claim" or "Claims"). Services Provider agrees to hold harmless JCPS and pay any costs incurred by JCPS in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

H. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL, or FedEx):
 - a. By either party in the event of a material breach of this Agreement by another party provided however, the breaching party shall have thirty (30) days to cure such breach and this Agreement shall remain in force.
 - b. By either party after thirty (30) days advance written notice to the other party, for any reason or no reason.
2. The confidentiality provisions of this Agreement shall survive the termination of this Agreement. If this Agreement is terminated by either party for material breach or for any other reason with thirty (30) days written notice, within thirty (30) days of the termination the confidential information shall be returned or destroyed within thirty (30) days of the termination and the Temporary Custodian shall provide JCPS confirmation of the return or destruction of the data pursuant to Paragraph D.11, except for data hosted on Services Provider's backup servers, which shall be removed over time in accordance with Services Provider's retention and destruction policies, consistent with standard industry practice. If this Agreement terminates at the end of the term described in Section A and the Services Provider is requested in writing by JCPS, within thirty (30) days after the end of the term, Services Provider shall return or destroy all confidential information and the Temporary Custodian shall provide JCPS confirmation of the return or destruction of the data pursuant to Paragraph D.11, except for backup servers, as described above.

3. Destruction of the confidential information shall be accomplished by utilizing an industry-standard method of confidential destruction, including but not limited to shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

I. PUBLICATIONS AND COPYRIGHTS

Both parties recognize that each organization may have extant work that predates this Agreement. If those materials and/or data are used in the course of this work, they remain the property of the original developer. If new materials are developed during the term of the services contract described in Paragraph B.1 above, ownership and copyright of such will be governed by the terms of the services contract.

J. MODIFICATION

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.

K. QUALITY OF SERVICES

JCPS reserves the right to review Services Provider's performance under this Agreement for effectiveness in serving the specific purposes as outlined in Paragraph B.1. Failure of Services Provider to perform in a manner that meets or exceeds the quality standards for JCPS shall serve as grounds for termination of this Agreement, subject to Services Provider's right to cure under Section H.1.a. of this Agreement.

L. BREACH OF DATA CONFIDENTIALITY

Services Provider acknowledges that the breach of this Agreement or its part may result in irreparable and continuing damage to JCPS for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this Agreement by Services Provider, JCPS, in addition to any other rights and remedies available to JCPS at law or in equity, may be entitled to preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach. If the United States Department of Education's Family Policy Compliance Office determines that Services Provider has violated paragraph 34 C.F.R. 99.31(a)(6)(iii)(B), JCPS may not allow Services Provider access to personally identifiable information from its education records for at least five (5) years.

M. CHOICE OF LAW AND FORUM

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or Claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky, Circuit Court, and the parties expressly waive the right to bring any legal action or Claims in any other courts.

N. WAIVER

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.

O. SEVERABILITY

If any part of this Agreement is held to be void, against public policy or illegal, the balance remaining provisions of this Agreement shall continue to be valid and binding.

P. NOTICES

Any notices or reports by one party to the other party under this Agreement shall be made in writing, to the address shown in the signature portions of this Agreement, or to such other address as may be designated in writing by one party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

Q. RELATIONSHIP OF PARTIES


JCPS is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor JCPS shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.

R. ENTIRE AGREEMENT; ASSIGNMENT

This Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to, constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto. Services Provider shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of JCPS, except in connection with the sale of all or substantially all of the outstanding assets or equity of Services Provider, and any attempted assignment without such prior written consent in violation of this Section R shall automatically terminate this Agreement.

AGREED:

Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862

BY: 

Name: Robert Waldron

Title: Chief Executive Officer

Date: 04/05/2021

AGREED:

Jefferson County Board of Education
3332 Newburg Road
Louisville KY 40218

BY: _____

Name: Martin A. Pollio, Ed. D.,

Title: Superintendent

Date: _____

Attachment A

CONFIDENTIAL INFORMATION TO BE DISCLOSED

Application Technology Meta Data: IP addresses of users, Use of Cookies, etc.

Application Use Statistics: Meta data on user interaction with application

Demographics: Date of Birth; Place of Birth; Gender; Ethnicity or race

Enrollment: Student school enrollment; Student grade level

Schedule: Teacher names

Special Indicator: Specialized education services (IEP or 504) – Optional; Other indicator: Migrant

Student Identifiers: Local (School district) ID; Student app username; Student app passwords

Student Name: First and/or Last

Student In App Performance: Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)

Attachment B

SERVICES PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

[See attached.]

CURRICULUM ASSOCIATES, LLC

NONSOLICITATION, CONFIDENTIAL INFORMATION OBLIGATION AND ASSIGNMENT OF INVENTIONS AGREEMENT

The undersigned, _____, (the "Employee"), in consideration of the employment of the Employee by Curriculum Associates, LLC, a Massachusetts limited liability company (the "Company"), and compensation to be paid and other benefits to be provided to the Employee, hereby agrees with the Company as follows:

1. Nonsolicitation. During the period of the Employee's employment with the Company ("Business Relationship") and during the Nonsolicitation Period, the Employee will not directly or indirectly either for himself or herself or for any other commercial enterprise: (a) solicit or attempt to solicit any of the Company's existing or prospective customers or clients determined as of the time of termination of such Business Relationship (including any customer or client that did business with the Company at any time during the twelve (12) month period preceding such termination) with respect to products and services that are competitive with the then existing or proposed products and services of the Company, or otherwise attempt to induce any such customers or clients to terminate or reduce their relationship with the Company or (b) attempt to hire, or solicit the services of any of the Company's employees, consultants or advisors (including any employees, consultants or advisors who were engaged or employed by the Company at any time during the six (6) month period preceding any termination of such Business Relationship), or assist in such hiring by anyone else, or otherwise attempt to induce any such employees, consultants or advisors to terminate their employment or other service relationships with the Company. For purposes of this Agreement, the "Nonsolicitation Period" shall mean the period of twelve (12) months after termination of the Employee's Business Relationship with the Company for any reason. For purposes of this Agreement, "prospective customers" shall include those customers being solicited (or that have been explicitly targeted for solicitation) by the Company at the time of the Employee's termination.

2. Confidential Information Obligation. The Employee will not at any time, whether during or after the termination of his or her Business Relationship, for any reason whatsoever (other than to promote and advance the business of the Company), reveal to any person or entity (both commercial and non-commercial) or use any of the trade secrets or confidential information concerning or otherwise relating to the Company ("Confidential Information") including, without limitation, its research and development activities; product designs, prototypes and technical specifications; show-how and know-how; marketing plans and strategies; pricing and costing policies; customer and supplier lists and their data and accounts, and nonpublic financial information of the Company so far as any such Confidential Information comes or may come to the Employee's knowledge, except as may be required in the ordinary course of performing his or her duties for the Company. For the avoidance of doubt, any student data provided to Company by its customers or any student data generated or produced as a result of students' use of Company products and services shall be considered "Confidential Information" for purposes of this Agreement. This restriction shall not apply to: (i) information that may be disclosed generally or is in the public domain through no fault of the Employee; (ii) information received from a third party outside the Company that was disclosed without a breach of any confidentiality obligation; and (iii) information approved for release by written authorization of the Company. The Employee shall keep secret all Confidential Information and shall only use such information as may be required in the ordinary course of performing his or her duties as an Employee, consultant and/or director of the Company. The

restrictions set forth in this Section 2 will not prevent the Employee from complying with any law, regulation, court order or other legal requirement that compels disclosure of any Confidential Information. The Employee will promptly notify the Company upon learning of any such legal requirement, and cooperate with the Company in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency. The Employee agrees promptly to return to the Company all manuals, business plans, manuscripts, reports, letters, notes, notebooks, drawings, diagrams, prints, models, data storage devices and all other materials belonging to the Company or its customers upon the termination of his or her Business Relationship. In addition, any confidential information which is in electronic form or cannot otherwise be returned to the Company shall be destroyed by the Employee upon termination of his or her Business Relationship. Notwithstanding the return or destruction of such confidential business information, the Employee shall continue to be bound by the restrictions set forth in this Section after the termination of this Agreement.

Employee understands that nothing in this Agreement is designed to interfere with or restrain the immunity provided under 18 U.S.C. section 1833(a) for confidential disclosures of trade secrets to government officials or lawyers solely for the purpose of reporting or investigating a suspected violation of law or in a sealed filing in court or other proceeding relating to such suspected violation. Employee further understands that nothing in this paragraph is intended to limit in any way Employee's independent legal duty not to misappropriate trade secrets of the Company.

3. Assignment of Inventions. The Employee expressly understands and agrees that any and all right or interest he or she has obtained or will obtain in any designs, trade secrets, technical specifications and technical data, know-how and show-how, customer and vendor lists, marketing plans, pricing policies, inventions, software, computer code, concepts, ideas, expressions, discoveries, improvements and patent or patent rights which are authored, conceived, devised, developed, reduced to practice, or otherwise obtained by him or her at any time during the term of his or her Business Relationship, are expressly regarded as "works for hire" (the "Inventions"). The Employee hereby assigns to the Company the sole and exclusive right to such Inventions. The Employee agrees that he or she will promptly disclose to the Company any and all such Inventions, and that, upon request of the Company, the Employee will execute and deliver any and all documents or instruments and take any other action which the Company shall deem necessary to assign to and vest completely in the Company, to perfect trademark, copyright and patent protection with respect to, or to otherwise protect the Company's trade secrets and proprietary interest in such Inventions. The obligations of this Section shall continue beyond the termination of the Employee's Business Relationship with respect to such Inventions conceived of, reduced to practice, or developed by the Employee. The Company agrees to pay any and all copyright, trademark and patent fees and expenses or other costs reasonably incurred by the Employee for any assistance rendered to the Company pursuant to this Section.

The Employee's obligation to assign Inventions shall not apply to any invention which: (i) was developed entirely on the Employee's own time and effort; (ii) used no equipment, supplies, facility, trade secrets or confidential information of the Company in its development; (iii) does not relate to the business of the Company or to the Company's actual or anticipated research and development activities; and (iv) does not result from any work performed by the Employee for the Company.

The Employee agrees to be bound by any obligations or restrictions which are made known to him or her relating to the terms of assignment of inventions or confidentiality obligations set forth in agreements between the Company and any third party. The Employee shall take all necessary action that may be required from time to time to discharge the obligations of the Company under such agreements. The Employee agrees that it shall not include any of the following in any Inventions: (i) any material that is libelous, slanderous, or defamatory; (ii) any material that is sexually explicit, or otherwise offensive or inappropriate for children; or (iii) any material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any third party.

4. Remedies Upon Breach. The Employee agrees that any breach of this Agreement by the Employee could cause irreparable damage to the Company. The Company shall have, in addition to any and all remedies of law, the right to an injunction or other equitable relief to prevent any violation of the Employee's obligations hereunder.

5. Absence of Conflicting Agreements. The Employee understands the Company does not desire to acquire from him or her any trade secrets, know-how or confidential business information that he may have acquired from others. The Employee represents that he is not bound by any agreement, commitment, arrangement or court order, or any other existing or previous business relationship which violates, conflicts with or prevents the full performance of the Employee's duties and obligations to the Company during the course of his or her Business Relationship. The Employee represents that he or she has no present obligations to assign to any former employer, or to any other person or entity not affiliated with the Company, any Inventions or other intellectual property covered by Section 3 hereof.

6. No Employment Contract. The Employee acknowledges that this Agreement does not constitute a contract of employment and does not imply that his or her Business Relationship will continue for any period of time. The Employee has the right to resign and the Company has the right to terminate the Employee's employment at will, at any time, for any or no reason, with or without cause. The parties hereto intend that for purposes of this Agreement, the term "employment" shall mean any employment or service relationship between the Employee and the Company, and that any change of title, position, duties, responsibilities or the like shall not be deemed to be a termination of "employment" for purposes of the covenants contained in this Agreement.

7. No Expectation of Privacy. The Employee recognizes and agrees that he or she has no expectation of privacy with respect to the Company's networks, telecommunications systems or information processing systems (including, without limitation, stored computer files, email messages and voice messages), and that his or her activity and any files or messages on or using any of those systems may be monitored at any time without notice, regardless of whether such activity occurs on equipment owned by the Employee or the Company. The Employee further agrees that any property situated on the Company's premises and owned, leased or otherwise possessed by the Company, including computers, computer files, email, voicemail, storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

8. Miscellaneous. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof. If one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject matter so as to be unenforceable at law, such provision(s) shall be construed and reformed by the appropriate judicial body by limiting and reducing it (or them), so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

The obligations of the Employee under this Agreement shall survive the termination of the Employee's relationship with the Company regardless of the manner of such termination. All covenants and agreements hereunder shall inure to the benefit of and be enforceable by the successors of the Company. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts, without giving effect to the conflict of law provisions thereof.

THE EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.


EMPLOYEE:

Effective Date: _____

Print Name: _____

Agreed to and Accepted by:

Curriculum Associates, LLC

By:  Effective Date: _____
Sandra O'Sullivan
Chief People Officer

CURRICULUM ASSOCIATES, LLC

NONSOLICITATION, CONFIDENTIAL INFORMATION OBLIGATION AND ASSIGNMENT OF INVENTIONS AGREEMENT

The undersigned, _____, (the "Employee"), in consideration of the employment of the Employee by Curriculum Associates, LLC, a Massachusetts limited liability company (the "Company"), and compensation to be paid and other benefits to be provided to the Employee, hereby agrees with the Company as follows:

1. Nonsolicitation. During the period of the Employee's employment with the Company ("Business Relationship") and during the Nonsolicitation Period, the Employee will not directly or indirectly either for himself or herself or for any other commercial enterprise: (a) solicit or attempt to solicit any of the Company's existing or prospective customers or clients determined as of the time of termination of such Business Relationship (including any customer or client that did business with the Company at any time during the twelve (12) month period preceding such termination) with respect to products and services that are competitive with the then existing or proposed products and services of the Company, or otherwise attempt to induce any such customers or clients to terminate or reduce their relationship with the Company or (b) attempt to hire, or solicit the services of any of the Company's employees, consultants or advisors (including any employees, consultants or advisors who were engaged or employed by the Company at any time during the six (6) month period preceding any termination of such Business Relationship), or assist in such hiring by anyone else, or otherwise attempt to induce any such employees, consultants or advisors to terminate their employment or other service relationships with the Company. For purposes of this Agreement, the "Nonsolicitation Period" shall mean the period of twelve (12) months after termination of the Employee's Business Relationship with the Company for any reason. For purposes of this Agreement, "prospective customers" shall include those customers being solicited (or that have been explicitly targeted for solicitation) by the Company at the time of the Employee's termination.

2. Confidential Information Obligation. The Employee will not at any time, whether during or after the termination of his or her Business Relationship, for any reason whatsoever (other than to promote and advance the business of the Company), reveal to any person or entity (both commercial and non-commercial) or use any of the trade secrets or confidential information concerning or otherwise relating to the Company ("Confidential Information") including, without limitation, its research and development activities; product designs, prototypes and technical specifications; show-how and know-how; marketing plans and strategies; pricing and costing policies; customer and supplier lists and their data and accounts, and nonpublic financial information of the Company so far as any such Confidential Information comes or may come to the Employee's knowledge, except as may be required in the ordinary course of performing his or her duties for the Company. For the avoidance of doubt, any student data provided to Company by its customers or any student data generated or produced as a result of students' use of Company products and services shall be considered "Confidential Information" for purposes of this Agreement. This restriction shall not apply to: (i) information that may be disclosed generally or is in the public domain through no fault of the Employee; (ii) information received from a third party outside the Company that was disclosed without a breach of any confidentiality obligation; and (iii) information approved for release by written authorization of the Company. The Employee shall keep secret all Confidential Information and shall only use such information as may be required in the ordinary course of performing his or her duties as an Employee, consultant and/or director of the Company. The

restrictions set forth in this Section 2 will not prevent the Employee from complying with any law, regulation, court order or other legal requirement that compels disclosure of any Confidential Information. The Employee will promptly notify the Company upon learning of any such legal requirement, and cooperate with the Company in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency. The Employee agrees promptly to return to the Company all manuals, business plans, manuscripts, reports, letters, notes, notebooks, drawings, diagrams, prints, models, data storage devices and all other materials belonging to the Company or its customers upon the termination of his or her Business Relationship. In addition, any confidential information which is in electronic form or cannot otherwise be returned to the Company shall be destroyed by the Employee upon termination of his or her Business Relationship. Notwithstanding the return or destruction of such confidential business information, the Employee shall continue to be bound by the restrictions set forth in this Section after the termination of this Agreement.

Employee understands that nothing in this Agreement is designed to interfere with or restrain the immunity provided under 18 U.S.C. section 1833(a) for confidential disclosures of trade secrets to government officials or lawyers solely for the purpose of reporting or investigating a suspected violation of law or in a sealed filing in court or other proceeding relating to such suspected violation. Employee further understands that nothing in this paragraph is intended to limit in any way Employee's independent legal duty not to misappropriate trade secrets of the Company.

3. Assignment of Inventions. The Employee expressly understands and agrees that any and all right or interest he or she has obtained or will obtain in any designs, trade secrets, technical specifications and technical data, know-how and show-how, customer and vendor lists, marketing plans, pricing policies, inventions, software, computer code, concepts, ideas, expressions, discoveries, improvements and patent or patent rights which are authored, conceived, devised, developed, reduced to practice, or otherwise obtained by him or her at any time during the term of his or her Business Relationship, are expressly regarded as "works for hire" (the "Inventions"). The Employee hereby assigns to the Company the sole and exclusive right to such Inventions. The Employee agrees that he or she will promptly disclose to the Company any and all such Inventions, and that, upon request of the Company, the Employee will execute and deliver any and all documents or instruments and take any other action which the Company shall deem necessary to assign to and vest completely in the Company, to perfect trademark, copyright and patent protection with respect to, or to otherwise protect the Company's trade secrets and proprietary interest in such Inventions. The obligations of this Section shall continue beyond the termination of the Employee's Business Relationship with respect to such Inventions conceived of, reduced to practice, or developed by the Employee. The Company agrees to pay any and all copyright, trademark and patent fees and expenses or other costs reasonably incurred by the Employee for any assistance rendered to the Company pursuant to this Section.

The Employee's obligation to assign Inventions shall not apply to any invention which: (i) was developed entirely on the Employee's own time and effort; (ii) used no equipment, supplies, facility, trade secrets or confidential information of the Company in its development; (iii) does not relate to the business of the Company or to the Company's actual or anticipated research and development activities; and (iv) does not result from any work performed by the Employee for the Company.

The Employee agrees to be bound by any obligations or restrictions which are made known to him or her relating to the terms of assignment of inventions or confidentiality obligations set forth in agreements between the Company and any third party. The Employee shall take all necessary action that may be required from time to time to discharge the obligations of the Company under such agreements. The Employee agrees that it shall not include any of the following in any Inventions: (i) any material that is libelous, slanderous, or defamatory; (ii) any material that is sexually explicit, or otherwise offensive or inappropriate for children; or (iii) any material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any third party.

4. Remedies Upon Breach. The Employee agrees that any breach of this Agreement by the Employee could cause irreparable damage to the Company. The Company shall have, in addition to any and all remedies of law, the right to an injunction or other equitable relief to prevent any violation of the Employee's obligations hereunder.

5. Absence of Conflicting Agreements. The Employee understands the Company does not desire to acquire from him or her any trade secrets, know-how or confidential business information that he may have acquired from others. The Employee represents that he is not bound by any agreement, commitment, arrangement or court order, or any other existing or previous business relationship which violates, conflicts with or prevents the full performance of the Employee's duties and obligations to the Company during the course of his or her Business Relationship. The Employee represents that he or she has no present obligations to assign to any former employer, or to any other person or entity not affiliated with the Company, any Inventions or other intellectual property covered by Section 3 hereof.

6. No Employment Contract. The Employee acknowledges that this Agreement does not constitute a contract of employment and does not imply that his or her Business Relationship will continue for any period of time. The Employee has the right to resign and the Company has the right to terminate the Employee's employment at will, at any time, for any or no reason, with or without cause. The parties hereto intend that for purposes of this Agreement, the term "employment" shall mean any employment or service relationship between the Employee and the Company, and that any change of title, position, duties, responsibilities or the like shall not be deemed to be a termination of "employment" for purposes of the covenants contained in this Agreement.

7. No Expectation of Privacy. The Employee recognizes and agrees that he or she has no expectation of privacy with respect to the Company's networks, telecommunications systems or information processing systems (including, without limitation, stored computer files, email messages and voice messages), and that his or her activity and any files or messages on or using any of those systems may be monitored at any time without notice, regardless of whether such activity occurs on equipment owned by the Employee or the Company. The Employee further agrees that any property situated on the Company's premises and owned, leased or otherwise possessed by the Company, including computers, computer files, email, voicemail, storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

8. Miscellaneous. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof. If one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject matter so as to be unenforceable at law, such provision(s) shall be construed and reformed by the appropriate judicial body by limiting and reducing it (or them), so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

The obligations of the Employee under this Agreement shall survive the termination of the Employee's relationship with the Company regardless of the manner of such termination. All covenants and agreements hereunder shall inure to the benefit of and be enforceable by the successors of the Company. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts, without giving effect to the conflict of law provisions thereof.

THE EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.


EMPLOYEE:

Effective Date: _____

Print Name: _____

Agreed to and Accepted by:

Curriculum Associates, LLC

By:  Effective Date: _____
Sandra O'Sullivan
Chief People Officer

