

DATA SHARING CONSENT AND AGREEMENT

This Data Sharing Consent and Agreement (the "Agreement") is entered into effective as of August 19, 2021 (the "Effective Date"), by and between Hamilton County School District (the "District") and Curriculum Associates, LLC ("Curriculum Associates").

WHEREAS, the District desires to participate in a study analyzing the correlation between state summative test scores and i-Ready® data, and analyzing the efficacy of i-Ready to improve current programs, reporting features and/or professional learning offerings (the "Study");

WHEREAS, in order to participate in the Study, District must provide Curriculum Associates with access to certain Data (as defined below); and

WHEREAS, District and Curriculum Associates wish to set forth the terms under which such Data will be provided to and used by Curriculum Associates.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Curriculum Associates hereby agree as follows:

1. District shall provide or has provided Curriculum Associates with the data required for the conduct of the Study, as enumerated in Exhibit A (hereinafter the "Data"). "Data" does not include de-identified data sets created from the Data ("De-identified Data"), which Curriculum Associates may create and use for research and development purposes consistent with educational purposes and in accordance with FERPA and applicable state and local laws and regulations.
2. All Data will be transmitted to Curriculum Associates in a secure, encrypted format in a time, place, and manner mutually agreed upon by the parties. Curriculum Associates acknowledges and agrees that, in accordance with FERPA and all other applicable state and local laws and regulations, Curriculum Associates will use the Data only for the purpose of conducting the Study and for no other purpose. However, Curriculum Associates may create and use De-identified Data for its own research and development purposes in accordance with Section 1 above.
3. The parties hereby agree that Curriculum Associates may share De-identified Data with a third-party researcher approved by Curriculum Associates ("Research Partner") by a secure means as reasonably agreed upon by Curriculum Associates and Research Partner. Curriculum Associates will enter into a written agreement with Research Partner that includes confidentiality and data-security obligations consistent with applicable laws. In addition, aggregated De-identified Data from all participating districts will be shared via correlation brief (or similar report) with other school districts, and District hereby consents to sharing such aggregated data with those other school districts.
4. Curriculum Associates agrees to implement, maintain, and use appropriate administrative, technical, and physical security measures to the full extent required by applicable state laws and FERPA in order to maintain the confidentiality of the Data. Curriculum Associates shall promptly notify District in writing of any unauthorized disclosures of the Data. By sharing this Data with Curriculum Associates, District agrees that it does so in accordance with all applicable laws and regulations.
5. Curriculum Associates shall remove the Data from all of its servers and systems and shall destroy any tangible embodiments of the Data following one (1) year after the completion of the Study. However, Curriculum Associates may retain De-identified Data for five (5) years after completion

of the Study. After that time period, Curriculum Associates will remove the De-identified Data from all of its servers and systems and shall destroy any tangible embodiments of such de-identified data sets. Notwithstanding the foregoing, Curriculum Associates receives certain data through District's use of Curriculum Associates' i-Ready platform (the "i-Ready® Data"), and the disposition of such i-Ready Data and related de-identified data will be managed in accordance with the applicable agreement(s) between the parties and the related data privacy addenda or i-Ready privacy policy, as applicable. Except with respect to the destruction requirements for i-Ready Data, this Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding its subject matter. This Agreement may only be amended by a written amendment executed by authorized representatives of each of the parties.

6. This Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Curriculum Associates, LLC

By: Patricia McCarthy

Name: Patricia McCarthy

Title: VP Research

Hamilton County School District

By: Lee Wetherington-Zamora

Name: Lee Wetherington-Zamora

Title: Superintendent

Exhibit A
Data

Student Characteristics
Unique Student Identifier (match to i-Ready Data)
Student Demographic Data
Gender
Race
Ethnicity
FRPL Eligibility
Special Education Status
EL Status
RTI Level
Student Performance Data
Unique Student Identifier
Chronological Grade in 2020-2021 School Year
Florida Standards Assessments (FSA) 2020-2021 English Language Arts (ELA) Scale Score
Florida Standards Assessments (FSA) 2020-2021 English Language Arts (ELA) Achievement Level
Florida Standards Assessments (FSA) 2020-2021 Mathematics Scale Score
Florida Standards Assessments (FSA) 2020-2021 Mathematics Achievement Level
i-Ready Data