CONTRACT NAME: AGREEMENT BETWEEN READ LIVE, INC. AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: Read Live is a cloud-based intervention used as a supplemental program to accelerate reading achievement. The program takes students through steps to develop fluency and phonics skills, support comprehension, and improve vocabulary. Read Live tracks student progress and uses the data to differentiate instruction.

Because the software and data are "in the cloud," there is no server to set up or maintain. Students are able to access the program from desktop computers, laptops, or Chromebooks.

The cost of this service is $6,970 and is allocated in the District's budget for Curriculum and Instruction.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

AMENDMENT TO CLOUD- BASED SOFTWARE AGREEMENT INVOLVING PUPIL RECORDS

EDUCATION CODE SECTION 49073.1 AMENDMENT TO THE READ NATURALLY AGREEMENT BETWEEN THE DAVIS JOINT UNIFIED SCHOOL DISTRICT AND READ LIVE, INC.

THIS AMENDMENT ("Amendment") to the **Read Live** Agreement by and between the Davis Joint Unified School District, a public school district of the state of California and Read Live Inc., a corporation, dated January 23, 2017 ("Agreement") (a true and correct copy of which is attached hereto as Exhibit "A" and is hereby made and entered into as of January 23, 2017as follows:

WHEREAS, Vendor provides a supplementary cloud-based reading intervention that helps to accelerate reading achievement. Teachers can track student progress easily and use the data to differentiate instruction.

WHEREAS, as a California public school district, the District is subject to the California Education Code;

WHEREAS, Vendor is a "third party" under Education Code section 49073.1, which defines "third party" as a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records;

WHEREAS, Education Code section 49073.1 requests that any contract for the provision of services entered into between District and Vendor contain certain provisions specified in sections (b)(1) through (b)(9) of Education Code section 49073.1; and

WHEREAS, The District and Vendor desire to amend the terms in their Agreement that will satisfy the requirements of Education Code section 49073.1.

NOW, THEREFORE, DISTRICT AND VENDOR AGREE TO THE FOLLOWING TERMS IN COMPLIANCE WITH EDUCATION CODE SECTION 49073.1.

1.   **Ownership and Control of Pupil Records**. Pupil Records shall continue to be the property of and under the control of the District in accordance with California Education Code section 49073.1. For purposes of this contract, "Pupil Records" means both any information directly related to a pupil that is maintained by the District and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee. For purposes of this Agreement, "Deidentified Information" means information that cannot be used to identify an individual pupil. For purposes of this Agreement, "Pupil Records" does not include Deidentified Information, including aggregated Deidentified Information, used by Vendor to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of Vendor's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

2. **Ownership and Control of Pupil-Generated Content.** Pupils may retain possession and control of their own Pupil-Generated Content, as defined herein, or may transfer Pupil-Generated Content to a personal account by notifying the District's Director of Technology in writing of such request. The District will provide a written request to Vendor and Vendor shall return the Pupil-Generated Content in a format acceptable to the District within five (5) days of receiving the District's request. For purposes of this contract, "Pupil Generated Content" includes essays, research reports, portfolios, creative writing, music or other audio files, photographs, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

3. **Use of Pupil Records.** Vendor shall not use any information in the Pupil Records for any purpose other than those required or specifically permitted by this Agreement.

4. **Review of Pupil Records.** A parent, legal guardian, or pupil who has reached the age of eighteen (18) may review personally identifiable information in the pupil's records and correct erroneous information by notifying the District's Director of Technology in writing of such request. The District will meet with parent, legal guardian, or pupil who has reached the age of eighteen (18) to review and correct any information in the Pupil's Records. The District will notify Vendor of the need to review Pupil Records and/or make corrections to any Pupil Records in writing. Vendor shall provide such Pupil Records and/or correct such errors within five (5) days of receipt of written notice. Vendor shall cooperate with the District in complying with this mandate.

5. **Security and Confidentiality of Pupil Records.** Vendor agrees to hold Pupil Records in strict confidence. Vendor shall not use or disclose Pupil Records received from or on behalf of District except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by District. Vendor agrees that it will protect the Pupil Records it receives from or on behalf of District according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Vendor will designate and train responsible individuals, to ensure the security and confidentiality of Pupil Records. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Pupil Records received from or on behalf of District, as set forth in this contract. These measures shall be extended by contract to all subcontractors used by Vendor. If District reasonably determines in good faith that Vendor has materially breached any of its obligations under this Section, District may, in its sole discretion, terminate the Agreement immediately if cure is not possible. District shall provide written notice to Vendor describing the violation, the action it intends to take and the timeframe for such action.

6. **Breach Notification Process.** Vendor, within one (1) business day of discovery, shall report to District any use or disclosure of Pupil Records not authorized by the Agreement or otherwise authorized in writing by the District. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Pupil Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, requested by District. In the event of an unauthorized disclosure of a Pupil's Records, affected parents, legal guardians, or pupils who have reached the age of eighteen (18) will be notified in writing and provided with details and next steps to address the specific breach. Compliance with these requirements shall not, in itself, absolve Vendor of liability in the event of an unauthorized disclosure of Pupil Records.

7. **Retention and Destruction of Pupil Records**. Vendor certifies that a pupil's records shall not be retained or available to Vendor upon completion of the term of the contract. At the termination of the contract, Pupil Records in the possession of Vendor shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of the contract, Vendor shall return all Pupil Records to District in a format acceptable to District, or if return is not feasible as determined by District in written notice to Vendor, destroy any and all Pupil Records. Vendor shall not destroy any Pupil Records without express written permission of District. Vendor shall comply with any litigation hold or order to preserve Pupil Records.

8. **Compliance with Applicable Laws**. The District and Vendor will jointly ensure compliance with the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. Sec. 1232g) through following the confidentiality provisions as set forth in this contract, as well as applicable District Board policies. The parties acknowledge and agree that the District is subject to federal and local laws relating to the protection of personally identifiable information ("PII") of students, including FERPA, and that Vendor is obtaining such PII as a "school official" under section 99.31 of FERPA for the purpose of providing the services hereunder. In addition to FERPA, Vendor shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor; the services being provided by Vendor; Vendor's business, equipment and personnel engaged in operations covered by this contract; and the protection of Pupil Records and PII, including but not limited to Education Code section 49060 *et seq.*, the Children's Online Privacy Protection Act (COPPA) and the Student Online Personal Information Protection Act (SOPIPA). Vendor certifies that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of Pupil Records and Vendor will comply with all such requirements.

9. **Prohibition on Targeted Advertising**. Vendor shall not use PII in Pupil Records to engage in targeted advertising.

10. **Governing Law and Venue**. The Agreement and this Amendment shall be governed by and construed in accordance with the laws of the State of California. Any dispute, claims, demands or actions arising out of or in relation to the Agreement and this Amendment shall be brought in and resolved by the Superior Court of the County of Yolo.

11. **Effect of Amendment**. If any provisions of this Amendment to the Agreement conflict or are otherwise contrary to the original terms of the Agreement, the terms of this Amendment prevail.

Except as specifically modified herein, all other terms and conditions contained in the Agreement between the District and Vendor shall remain unchanged and in full force and effect.

Dated this 23 Day of January, 2017.

Davis Joint Unified School District

By: _____

Its: _____

Read Live

By: _____

Its: ___Operations Manager___

ReadNaturally®

1284 Corporate Center Dr, Ste 600
Saint Paul, MN 55121
phone: 800.788.4085   651.452.4085
fax: 651.452.9204
website: www.readnaturally.com

Quote No:	Q136568
Quote Date:	11/2/2016

PO #

Bill to:

DAVIS JOINT UNIFIED SCH DIST
Bill Storm
526 B ST
DAVIS, CA 95616

PO #

Ship to:

DAVIS JOINT UNIFIED SCH DIST
Bill Storm
526 B ST
DAVIS, CA 95616

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
365	RL01D	Read Live 1 Year Subscription - 130+ Seat License	19.00	6935.00
1	BAL01	Benchmark Assessor Live - 50 seats - 1 year license	35.00	35.00
	RLSS01Q	Option: Read Live Hands-on Training Workbook (1 per teacher): add $49/book		

***Subscription for Read Live Account 00013093
***Read Naturally Live Seats: 365
***Total Benchmark Assessor Live Seats: 50
***Current Subscription Expiration Date: 1/15/2017
***New Subscription Expiration Date: 1/15/2018

***This quote contains options for teacher training. Read Naturally strongly recommends teacher training for proper implementation. **Please include quantities when submitting a purchase order.** For more training options, please visit our website: http://www.readnaturally.com/training

*****This quote reflects our new pricing for 2017. You have an option to renew at our current pricing by placing your order before January 1. Please contact us for a revised quote if you would like to take advantage of this offer.

You may submit a purchase order:
- via email: customerservice@readnaturally.com
- via fax: 651.452.9204
- via mail: 1284 Corporate Center Dr. #600, St. Paul, MN 55121

Or order by phone (credit card orders only): 800.788.4085 option 2

SUBTOTAL:	$6,970.00
SALES TAX:	$0.00
SHIPPING AND HANDLING:	$0.00
ORDER TOTAL:	**$6,970.00**

ReadNaturally®

November 02, 2016

Bill Storm
DAVIS JOINT UNIFIED SCH DIST
526 B ST
DAVIS, CA 95616

Expiration Approaching // Action Required!!

Thank you for using Read Live, Read Naturally's next-generation reading assessment and intervention program. We hope your students have been able to see success with the program.

Your Read Live subscription is scheduled to end on 1/15/2017.

The enclosed quote reflects a one year renewal of the licenses that are currently active in your account:
- 365 Read Naturally Live licenses
- 1 Benchmark Assessor Live license packs (50 licenses/pack)

   NOTE: This quote reflects our new pricing for 2017. You have an option to renew at our current pricing by placing your order before January 1. Please contact us for a revised quote if you would like to take advantage of this offer.

Please contact Read Naturally Customer Service at 800-788-4085 or by emailing customerservice@readnaturally.com with any questions or if you would like to explore changing the number of licenses in your account.

You can renew your subscription to Read Live by:
- **Phone** (credit card orders only): Call 800-788-4085 or 651-452-4085.
- **Mail**: Send a purchase order along with the attached invoice to 1284 Corporate Center Drive, Suite 600, St. Paul, MN 55121.
- **Fax**: Fax a purchase order along with the attached invoice or order form from our web site to 651-452-9204.

Read Naturally representatives are available by phone or email to extend your subscription or answer any outstanding questions you may have.

The Read Live Team

Read Live (logo with open book icon)

Read Live Privacy and Security Policy

Read Live is an educational program provided by Read Naturally, Inc. that consists of a web-based application and an optional, corresponding iPad App. Read Naturally considers the privacy of all users, and especially the security and confidentiality of student data, to be extremely important.

Several federal and state laws govern measures to secure and protect student data. To help your educational institution comply with these laws, Read Naturally has adopted certain practices, and requires that educators using Read Live fulfill certain responsibilities, to safeguard student data. This document describes the practices we employ to secure and protect this data.

By using Read Live, you consent to these practices and agree to accept the responsibilities described below. If you have any questions about this document, we can be reached via e-mail at info@readnaturally.com or by phone at 800.788.4085.

DATA COLLECTED

Read Live collects only information that is required for the program to effectively improve students' reading skills and enable teachers and other staff members to efficiently administer the program.

Student data: Read Live collects information about students who use the program, including but not limited to name, grade, school, and scores and other results from working in the program. The student record may also contain the name, telephone number, and email address of the student's parent or guardian.

Staff Member data: Read Live collects information about users who administer the program, including but not limited to name, telephone number, and email address. Staff members can correct or update their information using the "My Profile" link within Read Live.

Read Live collects non-personally identifiable information for the purposes of evaluating, monitoring, and improving the program's functionality and performance. This information includes but is not limited to a user's IP address, domain information, and "cookie" information. A cookie is a piece of data stored on the user's hard drive containing information about the user. Read Live uses cookie information to help provide an enhanced functional system experience to those visiting the site. If a user rejects the cookie, the user may still use the site.

DATA ENTRY AND DATA QUALITY

Read Naturally operates in compliance with the Children's Online Privacy Protection Act ("COPPA"). We will not knowingly collect or use personal information from anyone under 13 years of age.

You, as a user authorized by your educational institution, control what user data is entered in Read Live.

Student data entered on this site should be limited to information that is relevant to the legitimate educational purpose of improving student performance. We will not ask you to enter, and you should not enter, data about students that is not relevant to this legitimate educational purpose.

Because you enter the student and staff member data stored in Read Live, you control its accuracy. If you discover that this data in Read Live is inaccurate or if it changes, you are responsible for correcting the information in your account.

Authorized staff members may delete student and staff member data from Read Live. Deleting a student removes all data pertaining to that student, including personal data and scores. Upon deletion, Read Naturally no longer has access to the user data, and the data cannot be recovered.

Requests by students, parents, or guardians to review, access or correct student data shall be handled by you. If you need assistance in complying with such requests, or if you need any assistance entering, accessing, or correcting the user data in Read Live, please contact Read Naturally.

Students may retain possession and control of their student data by notifying you or your educational institution in writing of such request. You must in turn provide a written request to Read Naturally to transfer the appropriate student data to a personal Read Live account, to be accessed and controlled by the student. Read Naturally will complete such requests within five (5) business days. Standard subscription fees will apply to the personal account.

OWNERSHIP AND USE

Read Naturally does not own, nor does it control, the student data entered into Read Live. Student data will be used by Read Naturally and its authorized contractors for the sole purpose of providing contracted services to the educational institution. Read Naturally will not disclose, sell, rent or otherwise use this data in any manner other than that described in this document. Read Naturally will not use data entered in Read Live to market products or services directly to students or their parents or guardians.

Read Naturally may use aggregated data in research, product development, and marketing. Aggregated, non-personally identifiable data (e.g., summary or statistical data) may be shared with third parties.

In the event that Read Naturally wishes to release aggregated data that identifies your educational institution by name, Read Naturally will enter into a separate agreement with you to authorize its release and publication.

From time to time, Read Naturally sends out informational communications about Read Live, relying on the Staff Member data it has collected. These communications include but are not limited to announcements of new releases, notifications that the system will be unavailable due to scheduled maintenance, and information on efficiently using the program. These communications are sent to staff members only, not to students or their parents or guardians.

DISCLOSURE AND STORAGE

Read Naturally will only disclose student data to authorized representatives of your educational institution, and will not knowingly disclose the student data to any third person without express written authorization. You may not disclose or otherwise use the student data entered on this site for any unauthorized purposes. Your educational institution may from time to time request that Read Naturally provide student data to third parties of its choosing. We will do so with written authorization, which acknowledges that Read Naturally is providing that data as your educational institution's agent and that once the data is received by the third party, Read Naturally no longer has any control over the use or disposition of the data.

Read Naturally will not keep student data after your educational institution instructs us in writing to destroy it. If a reasonable amount of time passes after an educational institution's Read Live subscription lapses, Read

Naturally may, at its discretion, destroy the student data for the lapsed account, even without a specific request from that institution to do so.

In the unlikely event of the unauthorized disclosure of personally identifiable student data, Read Naturally will notify the educational institution of the breach in writing. Read Naturally does not have sufficient contact information to identify and notify other affected parties. Therefore, Read Naturally and your educational institution must work together in good faith to identify and notify the appropriate affected parties.

SECURITY SAFEGUARDS

Read Naturally employs certain practices and safeguards to help educational institutions meet the requirements of the Family Educational Rights and Privacy Act ("FERPA").

We are committed to protecting student data against unauthorized access, use, modification, destruction, or disclosure. Protecting student data requires efforts from us and from you. We will implement reasonable and appropriate safeguards when collecting student data from you and when storing that student data in our database and you will observe our security safeguards and exercise reasonable caution when using this site.

Specific institutional and technological security safeguards include:

1. Read Naturally will only authorize access to the program to trained employees and contractors who are necessary to provide service to the educational institution and to support the development of the program.

2. The educational institution should only allow authorized employees to access the educational institution's data. The use of Staff Member Roles within the program allow the educational institution to designate specific levels of access to student data.

3. Each user authorized by the educational institution is given a unique user ID and password. You must safeguard your username and password, and not permit any unauthorized access to student data entered or kept in the Read Live system.

4. Upon written request by the educational institution, Read Naturally will destroy any student data for educational institutions that no longer subscribe to the Read Live program. Read Naturally will provide written verification that the data has been destroyed as requested.

5. Read Naturally uses industry standard server and network hardware and software to ensure that data is protected from unauthorized access or disclosure.

6. Student users do not have access to links to external websites from within Read Live. However, Staff Member users may find links to web sites owned and operated by other organizations. Please note that when you click on one of these links, you are moving to another web site. While we reviewed the linked sites at the time of the posting of the link, and only provide a link if we believe the content of a site might be of interest to Read Live users, the content of those linked sites is the responsibility of the organization actually owning and/or operating the site. Read Naturally is not responsible for the content of any linked site. We encourage you to read the privacy statements of any linked site as its privacy policy may differ from Read Naturally's policy.

DOCUMENT UPDATES

Read Naturally reserves the right to revise this document at any time. Changes to this document will be posted within Read Live and on the Read Naturally website.

Read Naturally®

Knowledgebase

Read Naturally SE: License agreement

(313 Views)

DEFINITIONS: The following definitions are applicable to this license agreement: "software" refers to the software program and all other material on the enclosed CD-ROM. "Customer" means the entity who purchased the software and who is entering into this license agreement.

1. SOFTWARE LICENSE GRANT: Customer is granted a non-exclusive, non-transferable license to use the software and documentation subject to the restrictions and terms set forth in this license agreement.

Stand Alone license: Customers who have purchased a stand alone license may install the management system software on multiple computers at a single school. Content levels may only be used on one computer at a time.

School License:
a. Management system: Customers who have purchased a management system school license may use the management system software on one server servicing an unlimited number of students within a single school.
b. Content levels: The school can run the content levels (client application) on any workstation connected to the server by means of a LAN (local area network), not a WAN (wide-area network), which are typically used on a district level. The school can simultaneously access the application from all workstations networked to the LAN server.

District license:
a. Customers who have purchased software under the terms of a district license may use the management system software with an unlimited number of students within the district. The district can run the server application on one or more district servers.
b. The district can run the content levels (client application) on any workstation connected to the server by means of a LAN (local area network) or WAN (wide-area network). The educational entities within the district can simultaneously access the application from all workstations networked to the districts server(s). The content levels are licensed on a per school basis. Districts wishing to have multiple schools use content levels must license content levels for each school separately.

Definitions:
Customer: A customer is defined as the entity purchasing the software. A customer can be an individual, school, or school district depending on the terms of the purchase agreement.
School: A school is defined as an entity organized for the purpose of education. The entity will exist on a single contiguous area of land. The school will be organized as an entity separate from other schools with its own mailing address and administration.
District: A district is defined as an administrative collection of entities organized for the purpose of education.
Management system: The management system manages all student, class, school, and district information (when applicable). The management system resides on an individual computer, school server or district server based on the license purchased.
Content levels: The content levels contain the stories, questions, vocabulary words, including all story text and audio. These content levels are sold individually on a computer or school basis. There is no district license for content levels.

2. RESTRICTIONS: The only right granted to the customer is the right to use the software and accompanying documentation in accordance with this license agreement. All rights not expressly granted to the customer in this license agreement are specifically reserved to Read Naturally. Customer does not receive or acquire any right, title, or interest to the software, or to any applicable patents, trademarks, copyrights, or trade-secrets. Customer may not remove or alter any proprietary notices, labels, or trademarks on the software or accompanying documentation. Customer may not modify, translate, copy, reproduce, reverse engineer, dissemble, decompile, or otherwise derive source code from the software or accompanying documentation, or use it as a basis for the preparation of other software programs or derivative works, or use it in any manner that infringes the intellectual property or other rights of Read Naturally or another party. The software, the media on which it is delivered to the customer, and accompanying documentation (i.e., user guides, manuals, online help systems, etc.) may not be duplicated or transmitted electronically, including over the internet, rented, loaned, leased, sold, distributed, made available, directly or

indirectly, for use by any other person or entity not covered by this license agreement, used by third parties in a service bureau or otherwise transferred, transmitted or used without authorization under this license agreement.

3. TERMINATION: Any failure to comply with the terms and conditions of this license agreement shall result in automatic termination of this license agreement. Upon termination of this license agreement for any reason, Customer must destroy all copies of the software and accompanying documentation.

4. COMMUNICATION OF LICENSE AGREEMENT: Customer agrees to communicate the terms and restrictions contained in this license agreement to all persons who have access to the software or accompanying documentation.

5. UNAUTHORIZED USE AND COMPLIANCE: Customer shall take reasonable efforts to prevent use of software by any person or entity other than customer or student of customer. Customer shall use all reasonable efforts to see that all persons who have access to the software or accompanying documentation abide by the terms and conditions of this license agreement. Customer agrees to notify Read Naturally in writing of any unauthorized use.

6. LIMITED WARRANTY: Read Naturally warrants that the software will substantially perform in the manner described in the software documentation for a period of ninety (90) days after the customer takes receipt of software. The warranty shall be void if any defect in the software is a result of accident, abuse, or misapplication. Except as specifically provided herein, there are no other warranties, express or implied, including but not limited to any implied warranty of merchantability or any implied warranty of fitness for a particular purpose.

7. CUSTOMER RESPONSIBILITY FOR THE SOFTWARE AND COMPONENTS: Customer is solely responsible for selection of the software to achieve customer's intended results or for particular applications. Read Naturally is not responsible for lost, stolen, or damaged software while it is in the possession of the customer.

8. LIMITATION OF LIABILITY: In no event shall READ NATURALLY be liable to a customer for any special, indirect, incidental, consequential, or punitive damages, including but not limited to any lost profits, lost time, lost savings, lost data, lost fees, or expenses of any kind arising from installation or use of the software or accompanying documentation in any manner, however caused and on any theory of liability. In any event, Read Naturally's liability relating to the software shall be limited to the greater of 100 U.S. dollars or the money paid for the software. These limitations will apply even if Read Naturally has been advised of such possible damages.

9. SEVERABILITY: If any provision of this license agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions.

10. ENTIRE LICENSE AGREEMENT: This license agreement constitutes the entire agreement between parties pertaining to the subject matter hereof and supersedes all prior representations, warranties, conditions, agreements, and understandings, whether oral or written, express or implied relating to this license agreement. No supplement, modification or waiver of this license agreement shall be effective unless it is provided or approved by Read Naturally in writing.

11. MISCELLANEOUS: This license agreement shall be governed by the laws of the United States and the State of Minnesota.