



Zearn School Account & On-Demand PD Agreement 2019-2020 School Year

This Zearn School Account & On-Demand PD Agreement ("Agreement") is between Zearn, Inc. ("Zearn") and Mountain View Whisman School District ("Account Holder") in Mountain View, CA, is effective on the date this contract is signed, and outlines the terms and conditions under which Account Holder may use the services and materials (described below).

1. Covered Schools and Services

Zearn will provide School Account Services and On-Demand Professional Development access to the following school(s):

| School Name | School Account | On-Demand PD: Curriculum Study | On-Demand PD: Classroom Implementation |
|-------------------------|----------------|-----------------------------------|----------------------------------------------|
| Benjamin Bubb School | X | | |
| Edith Landels School | X | | |
| Frank L. Huff School | X | | |
| Gabriela Mistral School | X | | |
| Mariano Castro School | X | | |
| Monta Loma School | X | | |
| Stevenson School | X | | |
| Theuerkauf School | X | | |
| Vargas Elementary | X | | |



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2. Service Period, Fee & Cancellation Policy

The Zearn School Account and On-Demand Professional Development subscription period for the 2019-20 school year begins on the day this agreement is signed, and runs through June 30, 2020.

The total fee associated with the provided services listed above is \$22,500. Once this Agreement is signed, the Account Holder is responsible for full payment. Payment is nonrefundable. Account Holder will receive an invoice in July, 2019, unless an invoice is requested sooner, and payment is due within 30 days of the invoice date.

For those Account Holders who have purchased On-Demand Professional Development, this Agreement gives teachers and administrators at the above-mentioned schools a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

When noted in Section 1 above, "Early Start" refers to a one-time offer in which, in addition to this annual service period, Account Holder will receive the services indicated for the remainder of the 2018-19 school year at no additional cost. When noted in Section 1 above, "Legacy" refers to customers who piloted Zearn Math in the 2016-17 school year.

Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

3. Terms of Service

This Agreement is subject to the attached Terms of Service. In the event of any inconsistency between this Agreement, including the Terms of Service, and any other written agreement entered into between Zearn and Account Holder, this Agreement will control.

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4. Signature Authorization


This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

For Account Holder:

Name Ayinde Rudolph

Title Superintendent

Signature 

Date 5/29/19

For Zearn:

Name Shalinee Sharma

Title Chief Executive Officer

Signature 

Date 2019-02-11



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Terms of Service

Authorization

By purchasing a Zearn School Account and On-Demand Professional Development subscription, I represent and warrant that I am an authorized representative of a school of students ("Covered School") with permission to enter into this Agreement on behalf of the Covered School(s), inclusive of staff members and students who will utilize the Zearn Site, Software, and Services (together, the "Zearn Resources"). I understand and acknowledge that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. I further represent and warrant that I have read, understand and accept these Terms of Service, the Terms of Use (<https://www.zearn.org/termsfuse>) and the Privacy Policy (<http://www.zearn.org/privacy>) on behalf of Covered School. The Terms of Use and Privacy Policy are hereby incorporated by reference. I further acknowledge and agree that I or my designated representatives have the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered School(s) and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

If I choose not to accept these Terms of Service, the Terms of Use, and the Privacy Policy, I understand that I may not access or use Zearn Resources. Terms not defined here have the meaning set forth in Zearn's Terms of Use and Privacy Policy.

Privacy

The Agreement is inclusive of Zearn's Privacy Policy. Zearn and Covered School agree to comply with all applicable federal, state and local law. In the event Covered School is subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Covered School agree as follows:

- (A) Covered School appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.
- (B) Covered School represents and warrants that it has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Covered School's compliance with FERPA, including operating under the direct control of Covered School with respect to its use of student information provided by Covered School or its students or teachers.

Data Retention

Upon termination of the School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Covered School for a period of 180 days for Account Holder convenience in the event of renewal or reactivation. Covered School may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

Covered School is responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Covered School agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.