



Zearn School Account & On-Demand PD Agreement

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.



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Terms of Service for Purchases of Zearn Printed Materials (ONLY APPLICABLE TO ACCOUNT HOLDERS WHO CHOOSE TO PURCHASE ZEARN PRINTED MATERIALS)

Authorization

For Account Holders who choose to purchase Zearn Math Printed Materials, you authorize Zearn to place orders for printed materials on your school's or district's behalf, based on the Purchase Orders that you submit to Zearn during the term of this agreement. Schools and districts who choose to purchase Zearn Printed Materials are responsible for payment of all such orders to Mimeo, Zearn's print partner, within 45 days of an invoice being issued.

Return Policy

The items in your order are custom printed; because of this, we cannot accept returns. If you notice a mistake with your order prior to receiving your materials, please email info@zearn.org as soon as possible. Due to the quick turnaround nature of printing and shipping, we are unable to guarantee that changes can be made, but will do our best to assist you. You may cancel an order only if the cancellation request is received prior to the printing of your order. If production of your order has already started, you will be responsible for the entire cost of your order.

Once your materials are delivered, please check your items within one week of delivery and contact Zearn at info@zearn.org right away if there are any questions or concerns about your order (e.g., printing or binding issues). For additional information, please read Mimeo's Terms & Conditions in the Zearn Online Store at marketplace.mimeo.com/Zearn.

Items Ordered

To place an order for specific items, you or an authorized representative from your school's or district's Purchasing Department will send Zearn a Purchase Order made out to Mimeo, which lists the specific Zearn materials, including quantity and grade level, you wish to purchase on behalf of your school or district.



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associated with the provided services listed above is \$149,990.00. Once this Agreement is signed, the Account Holder is responsible for full payment. Payment is nonrefundable. Account Holder will receive an invoice in July 2020, 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 Development 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, "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

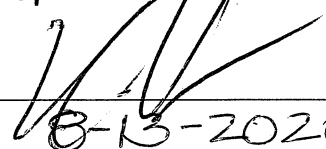
This Agreement is subject to the attached Terms of Service. In the event of any inconsistency between this Agreement, including the Terms of Service, and any other written agreement entered into between Zearn and Account Holder, this Agreement will control.

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 Nikolai P. Vitti, Ed.D
Title Superintendent
Signature 
Date 8-13-2020

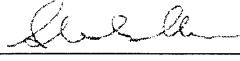
For Zearn:

Name Shalinee Sharma



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Title Chief Executive Officer

Signature 

Date 03/26/2020



Zearn School Account & On-Demand PD Agreement

This Zearn School Account & On-Demand PD Agreement ("Agreement") is between Zearn, Inc. ("Zearn") and DETROIT PUBLIC SCH CMTY DIST ("Account Holder") in Michigan for the 2020-2021 school year. Agreement 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	Products
SCHULZE ACAD TECHNOLOGY & ARTS	School Account
FOREIGN LANGUAGE IMMERSION SCH	School Account
MARY MCLEOD BETHUNE ELEM MS	School Account
JOHN BENNETT ELEMENTARY SCHOOL	School Account
PRIEST ELEMENTARY MIDDLE SCH	School Account
THIRKELL ELEMENTARY-MIDDLE SCH	School Account
MARION LAW ACADEMY	School Account
CARVER STEM ACADEMY	School Account
PULASKI ELEM MIDDLE SCHOOL	School Account
CLARK PREPARATORY ACADEMY	School Account
HAMILTON ACADEMY	School Account - Complimentary
ANN ARBOR TRAIL MAGNET SCHOOL	School Account - Complimentary
EDMONSON ELEMENTARY SCHOOL	School Account - Complimentary
WALTER CHRYSLER ELEMENTARY SCH	School Account - Complimentary
ACADEMY OF THE AMERICAS HS	School Account - Complimentary
DETROIT INT'L ACAD-YOUNG WOMEN	School Account - Complimentary
ROBERTO CLEMENTE ACADEMY	School Account
MACKENZIE MIDDLE-ELEM SCHOOL	School Account
KING ACADEMIC & PERF ARTS ACAD	School Account
ELLINGTON CONSERV MUSIC & ART	School Account
ACADEMY OF THE AMERICAS ES	School Account
GARVEY ACADEMY	School Account
BAGLEY ELEMENTARY SCHOOL	School Account
PASTEUR ELEMENTARY SCHOOL	School Account
RALPH BUNCHE PREP ACADEMY	School Account
HARMS ELEMENTARY SCHOOL	School Account
MASON ACADEMY	School Account
COOKE STEM ACADEMY	School Account
SAMPSON-WEBBER LEADERSHIP ACAD	School Account
BATES ACADEMY	School Account
GOLIGHTLY EDUCATION CENTER	School Account
CARSTENS ACAD OF AQUATIC SCI	School Account - Complimentary
SPAIN ELEMENTARY MIDDLE SCHOOL	School Account - Complimentary
MOSES FIELD CENTER	School Account - Complimentary
MUNGER ELEMENTARY-MIDDLE SCH	School Account



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WRIGHT ACADEMY ARTS & SCIENCE	School Account
COLEMAN A YOUNG ELEM SCHOOL	School Account
MAYBURY ELEMENTARY SCHOOL	School Account
BOW ELEMENTARY MIDDLE SCHOOL	School Account
CARLETON ELEMENTARY SCHOOL	School Account
NEINAS DUAL LANGUAGE LRNG ACAD	School Account
GREENFIELD UNION ELEM-MID SCH	School Account - Complimentary
FISHER MAGNET LOWER ACADEMY	School Account
HENDERSON ACADEMY	School Account
EMERSON ELEM MIDDLE SCHOOL	School Account
PAUL ROBESON MALCOLM X ACAD	School Account
MANN LEARNING COMMUNITY	School Account
BURTON INTERNATIONAL ACADEMY	School Account
THURGOOD MARSHALL ELEM SCHOOL	School Account
WAYNE ELEMENTARY SCHOOL	School Account
BURNS ELEM MIDDLE SCHOOL	School Account
TURNING POINT ACADEMY-FLEMMING	School Account - Complimentary
HUTCHINSON ELEM MIDDLE SCHOOL	School Account
DAVISON ELEM MIDDLE SCHOOL	School Account
BRENDA SCOTT ACADEMY	School Account
BLACKWELL INSTITUTE	School Account
BREWER ACADEMY	School Account
DIXON EDUC LEARNING ACAD	School Account
MARQUETTE ELEM MIDDLE SCHOOL	School Account
GARDNER ELEMENTARY SCHOOL	School Account
NICHOLS ELEM MIDDLE SCHOOL	School Account - Complimentary
RONALD BROWN ACADEMY	School Account
GOMPERS ELEM MIDDLE SCHOOL	School Account
DOSSIN ELEM-MIDDLE SCHOOL	School Account
DURFEE ELEM MIDDLE SCHOOL	School Account
NOLAN ELEMENTARY MIDDLE SCHOOL	School Account
VERNOR ELEMENTARY SCHOOL	School Account
PALMER PARK PREP ACADEMY	School Account
TWAIN SCHOOL FOR SCHOLARS	School Account - Complimentary
EARHART ELEM MIDDLE SCHOOL	School Account
AL HOLMES ACAD OF BLENDED LRNG	School Account
NOBLE ELEMENTARY MIDDLE SCHOOL	School Account
THOMAS A EDISON ELEMENTARY SCH	School Account
BARTON ELEMENTARY SCHOOL	School Account - Complimentary

2. Service Period, Fee & Cancellation Policy

The Zearn School Account and On-Demand Professional Development subscription period for the 2020-2021 school year begins on the day this agreement is signed, and runs through June 30, 2021. The total fee