

**2016-2017 State of Florida  
Instructional Materials Adoption  
Publisher Questionnaire (Form IM8)**

**Bid#:** 3225, 3226, 3227, 3228, 3229, 3230

**Course:** Social Studies Grade K, Social Studies Grade 1, Social Studies Grade 2, Social Studies Grade 3, Social Studies Grade 4, Social Studies Grade 5

**Title:** Networks Social Studies, Grades K-5

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**Author:** Banks et al.

**Grade Level:** K-5

**Authors & Credentials:** List full name of author(s), with major or senior author listed first. Briefly provide credentials for each author.

**James A. Banks, Ph.D Kerry and Linda Killinger Endowed Chair in Diversity Studies and Director, Center for Multicultural Education University of Washington Seattle, Washington.**

James A. Banks holds the Kerry and Linda Killinger Endowed Chair in Diversity Studies and is the founding director of the Center for Multicultural Education at the University of Washington, Seattle. He is a past president of the American Educational Research Association and of the National Council for the Social Studies. He is a specialist in social studies education and multicultural education and has written widely in these fields. His books include *Teaching Strategies for Ethnic Studies; Cultural Diversity and Education: Foundations, Curriculum, and Teaching; Educating Citizens in a Multicultural Society;* and *Race, Culture, and Education: The Selected Works of James A. Banks*. Professor Banks is the editor of the *Handbook of Research on Multicultural Education; The Routledge International Companion to Multicultural Education; Diversity and Citizenship Education: Global Perspectives;* and the *Encyclopedia of Diversity in Education*. He is also the editor of the Multicultural Education Series of books published by Teachers College Press, Columbia University. He is a recipient of the Jean Dresden Grambs Distinguished Career Award from the National Council for the Social Studies and the Social Justice Award from the American Educational Research Association for a lifetime of research that advances social justice. He has been a Fellow at the Center for Advanced Study in the Behavioral Sciences at Stanford University and the Tish Distinguished Visiting Professor at Teachers College, Columbia University. Professor Banks is a member of the National Academy of Education and a Fellow of the American Educational Research Association. His books have been translated into Greek, Japanese, Chinese, Korean, Turkish, and Arabic.

**Kevin P. Colleary, Ed.D. Curriculum and Teaching Department Graduate School of Education Fordham University New York, New York.** Dr. Kevin P. Colleary teaches elementary social studies, content area reading and educational philosophy courses at the Graduate School of Education, Fordham University, New York. Dr. Colleary's research and writing focus on best practices in teaching and learning and helping teachers understand how to develop their skills in quality literacy instruction at all grades as well the expansion of teacher understandings of diversity in U.S. schools and the impact this diversity has on intentional social studies instruction. Recent publications include articles and chapters in *California Social Studies Review* and *Developing Critical Literacy Through Historical Thinking Skills*. A sought-after speaker and professional development leader, he regularly works with teachers and administrators on topics regarding elementary social studies teaching and learning and the integration of social studies and reading instruction. Dr. Colleary often presents at local, state, and international meetings. He has served as a consultant to school districts, state education departments and school consortiums on issues involving K-6 social studies education, diversity issues, reading in the content areas, citizenship education, and multicultural education. He is the recipient of the Edgar Stern Fellowship from Harvard University. Dr. Colleary received his BA in history and education from Siena College, and he received both his master's degree and his doctorate in education from Harvard University.

**Linda Greenow, Ph.D. Associate Professor and Chair Department of Geography State University of New York at New Paltz New Paltz, New York.** Linda Greenow, (PhD, Syracuse University, 1980), is Associate Professor and Chair of the Department of Geography and an active member of the Latin American Studies Program at SUNY New Paltz. Her research and writing focus on historical urban and population geography of Mexico and Peru.

**Walter C. Parker, Ph.D. Professor of Social Studies Education, Adjunct Professor of Political Science University of Washington Seattle, Washington.** Walter Parker is Professor of Social Studies Education and Political Science at the University of Washington in Seattle. He studies civic education in schools and the depth-breadth tension in curriculum development. He is a Fellow of the American Educational Research Association and of the Center for Ethics and Education. His books include *Social Studies in Elementary Education*, *Educating the Democratic Mind*, *Teaching Democracy*, *Renewing the Social Studies Curriculum*, and *Social Studies Today—Research and Practice*. Dr. Parker conducts research-and-development studies in schools across the nation, working closely with teachers as collaborators, implementing and testing new approaches to social studies instruction. These studies have been published in the field's top journals. Current research emphasizes equal access to powerful curriculum and instruction, integrating reading instruction with social studies learning, selecting concepts and skills for in-depth learning, and teaching with inquiry, simulations, and discussion. He lectures around the world on this work and, closer to home, works with state officials and local organizations to improve the quality of civic education in schools.

**Emily M. Schell, Ed.D. Visiting Professor, Teacher Education San Diego State University San Diego, California.** Dr. Emily M. Schell serves on the Teacher Education faculty at San Diego State University where she has taught courses in Social Studies Methods and supervised student teachers. She is the Executive Director of the California International Studies Project leading professional learning in global education for PK-12 educators throughout California. Formerly an elementary teacher and principal in San Diego Unified, she was also the district's Elementary Social Studies Resource Teacher before becoming the K-12 History-Social Science Coordinator for the San Diego County Office of Education serving 42 districts. She served as the Social Studies Education Director for the City Heights Educational Collaborative, which is a university- and community-based initiative serving three inner-city schools in San Diego. Dr. Schell served as Liaison for the National Geographic Education Foundation and continues to work with the California Geographic Alliance to promote K-12 geographic literacy. She is the author of *Teaching Social Studies: A Literacy-based Approach*, editor of the California Council for the Social Studies peer-reviewed journal, the *Social Studies Review*, served as committee chair and editor for the NSF-funded report *A Road Map for 21<sup>st</sup> Century Geography Education*, and has contributed to the development of such documents as the *Scope and Sequence for Civic Education*, *Pages of the Past: Literature Aligned to K-6 Social Studies Standards*, and the *California History-Social Science Framework*. Dr. Schell received the Ruth Delzell Outstanding Leadership Award and Hilda Taba Award from the California Council for the Social Studies, and is a frequent presenter at local, state and national educator conferences and institutes. Her research, writing, and work is anchored in effective, experiential, and interdisciplinary teaching and learning. She remains passionate about the importance of teaching Social Studies for every student in every grade, and providing adequate support for teachers through meaningful professional development.

**Dinah Zike Educational Consultant Dinah-Might Adventures, L.P San Antonio, Texas.** Dinah Zike, M.Ed., is an award-winning author, educator, and inventor known for designing three-dimensional hands-on manipulatives and graphic organizers known as Foldables™. Foldables are used nationally and internationally by teachers, parents, and educational publishing companies. Dinah has developed over 150 supplemental educational books and materials. She was awarded *Learning Magazine's* Teacher's Choice Award

**James M. Denham, Ph.D. Professor of History and Director, Lawton M. Chiles, Jr., Center for Florida History Florida Southern College Lakeland, Florida** Dr. Denham is Professor of History and Director of the Lawton M. Chiles Jr. Center for Florida History at Florida Southern College. Before coming to Lakeland in 1991, Denham held teaching appointments at Florida State University, Georgia Southern University, and Limestone College in South Carolina. A specialist in Southern, Florida, and Criminal Justice and Legal History, Denham received his Ph.D from FSU. He is the author of *Florida Founder William P. DuVal: Frontier Bon Vivant; Fifty Years of Justice: A History of the U. S. District Court for the Middle District of Florida;* ‘A Rogue’s Paradise’: *Crime and Punishment in Antebellum Florida, 1821-1861; Florida Sheriffs: A History, 1821-1945*, with William W. Rogers; *Cracker Times and Pioneer Lives, the Florida Reminiscences of George Gillette Keen and Sarah Pamela Williams*, with Canter Brown, Jr; *Echoes from a Distant Frontier: the Brown Sisters’ Correspondence in Antebellum Florida*, with Keith Huneycutt. Denham’s articles and reviews have appeared in the *America Historical Review, American Journal of Legal History, Journal of Southern History, Florida Historical Quarterly, Florida Bar Journal, Southwestern Historical Quarterly, Military History of the West, Gulf Coast Historical Review, Georgia Historical Quarterly, Florida Living, South Florida History Magazine*, and the *Tampa Tribune*. An award-winning author and public speaker, Denham was awarded the Florida Historical Society’s Arthur W. Thompson Prize in 1992 and in 2002, he was awarded the society’s James J. Horgan Book Prize for *Florida Sheriffs*. Denham has lectured widely throughout the state for the Florida Humanities Council and other organizations. He is a frequent contributor to Florida Public Radio. Denham has also served fellowships at the U. S. Military Academy at West Point, the University of South Carolina, the University of Wisconsin, Harvard University, Columbia University, the National Humanities Center, Research Triangle Park, NC. and the Virginia Historical Society.

**M.C. Bob Leonard, Ph.D. Professor, Hillsborough Community College Director, Florida History Internet Center Ybor City, Florida** Dr. Leonard is a recognized researcher, author, and public speaker on Florida topics such as history, historic preservation, and economic growth. He founded and administered the largest existing statewide educational website designed to train new teachers to Florida in teaching basic skills and information about the state, past and present. He was active in inventorying and protecting historic buildings in Hillsborough County resulting in the creation of the Ybor City National Historic District and the Tampa-Hillsborough Preservation Board. He was a Professor of History from 1978 until his recent retirement, participating in the development of the college from an institution with no buildings and just 40 employees to a school of 41,000 students. During his tenure, he served on the Boards of the Tampa Historical Society, Ybor City State Museum, H. B. Plant Foundation, and the Truman Scholarship Center.

**Jay McTighe Educational Author and Consultant McTighe and Associates Consulting Columbia, Maryland.** Jay McTighe is known for his work with thinking skills and has coordinated statewide efforts to develop instructional strategies, curriculum models, and assessment procedures for improving the quality of student thinking. He has published articles in a number of leading educational journals and has co-authored ten books, including the *Understanding By Design* series with Grant Wiggins. He has an extensive background in professional development and is a featured speaker at national, state, and district conferences and workshops. He received his undergraduate degree from The College of William and Mary, earned a Masters degree from The University of Maryland and completed post-graduate studies at The Johns Hopkins University.

**Timothy Shanahan, Ph.D. Professor of Urban Education & Director, Center for Literacy College of Education University of Illinois at Chicago.** Dr. Timothy Shanahan is Distinguished Professor of Urban Education at the University of Illinois at Chicago, where he is Director of the Center for Literacy and chair of the Department of Curriculum and Instruction. He has served as Member, Common Core State Standards development team for ELA, Grades K-12; Principal Investigator, National Title 1 Study of Implementation and Outcomes: Early Childhood Language Development; and Director of Reading for Chicago Public Schools. Dr. Shanahan is a past President of the International Reading Association and was inducted into the Reading Hall of Fame in 2007.

**Students: Describe the type(s) of students for which this submission is intended.**

This program is intended for students enrolled in Elementary Social Studies in grades K-5 in the state of Florida.

**1. LIST THE FLORIDA DISTRICTS IN WHICH THIS PROGRAM HAS BEEN PILOTED IN THE LAST EIGHTEEN MONTHS.**

**Response:**  
N/A

**2. How are your digital materials searchable by Florida State Standards (section 1006.33(1)(e), Florida Statutes)?**

**Response:**

The digital resources housed with ConnectED are searchable by Florida State Standards. After logging in to the Online Teacher Center for any course, a user selects “Standards” from the Main Menu and then searches by keyword or standard code.

McGraw-Hill Education provides extensive correlations of the courses to Florida Next Generation Sunshine State Standards. To access the digital correlations, log in to the Online Teacher Center for any course, select the main menu at the top left corner of the web page, and select the Correlations option. A Standards Review landing page will open that provides instructions for navigating and using the digital correlations for each course. Launch either Master Correlations, WorkText Correlations, Primary Source Library Correlations, or Leveled-Reader Library Correlations. Within the correlations, scroll to any standard and select either the Teacher or Student citation. A new window will open displaying the location of the citation. The user will need to open the teacher section or student page as described within the correlation to verify coverage of the standard.

**3. IDENTIFY AND DESCRIBE THE COMPONENTS OF THE MAJOR TOOL.** The Major Tool is comprised of the items necessary to meet the standards and requirements of the category for which it is designed and submitted. As part of this section, include a description of the educational approach of the submission.

Educational Approach: (The information provided here will be used in the instructional materials catalog in the case of adoption of the program. Please limit your response to 500 words or less.)

**Response:**

**Major Tool: K-5 Florida Networks Social Studies (5 / 5 Year Digital/Print Bundle)**

The K-5 Florida Networks Social Studies program is a seamless offering of three instructional pathways: the Online Student WorkText, the Online Student Primary Source Library, and the Online Student Leveled-Reader Library. Together they offer students and teachers lesson choices to fit their variable schedules and fully meet the required standards.

The K-5 Florida Networks Social Studies program is based on extensive pedagogical research as well as input and feedback from Florida teachers and curriculum specialists. It is designed for 21st-century classrooms and students, and it takes into account the specific needs of Florida elementary social studies teachers. Based on market research and feedback from teachers, the greatest challenge facing elementary social studies teachers in Florida is a lack of time. Teachers are looking for programs that allow for greater integration with literacy instruction and that deliver vetted digital resources. They are also looking for an interactive, engaging, student-friendly program.

The program is built around the Understanding by Design® framework, which starts from the need to evaluate desired learning results and works backward to build the optimal activities and strategies to achieve those results. The units focus on one Big Idea and the lessons center on different Essential

Questions. The program also incorporates the inquiry-based instructional model and offers opportunities for students to develop their own questions and research to find the answers.

To move beyond the traditional basal textbook, K-5 Florida Networks Social Studies' Major Tool brings online resources and printed WorkText portfolios for students together, all organized into three different pathways: The Online Student WorkText, the Online Student Primary Source Library, and the Online Student Leveled-Reader Library.

In the Online Student WorkText, students engage with resources, or work in the consumable printed book. . Throughout the lessons, dynamic graphics combined with relevant text allows students to "experience" Florida social studies rather than just read and answer questions. At the end of each unit, students complete the Big Idea project, which requires them to synthesize content, concepts, and skills. They then may complete an Inquiry Investigation project where they form their own questions and research to find the answers.

The student editions also feature a strong reading strand structured around the Language Arts Florida Standards. Reading skills are introduced, scaffolded, practiced, and reinforced, across grade levels.

The Online Student Primary Source Library pairs two sources within each lesson and moves students through a three-step close reading and writing routine: Read, Reread, Integrate. The students read or examine the sources, form their own questions about the sources, and then make a plan and write about the sources in each lesson. Every lesson in the WorkText has a corresponding lesson in the Primary Source Library.

The Online Student Leveled-Reader Library provides at least two leveled readers per unit. The online lesson plans offer vocabulary and reading comprehension instruction, as well as suggestions for differentiation, ELL support, writing prompts, and projects for individual or group work.

Florida requirements specify that any core program piece submitted must contain no more than 10% extraneous content outside of the standards, so the student materials have been conceptualized and written directly to the NGSSS, covering them completely and with very little extraneous information.

**Major Tool - Student Components** Describe each of the components, including a format description.

**Response:**

For the Student:

- Online Student WorkText
- Online Student Primary Source Library
- Online Student Leveled-Reader Library

**Online Student WorkText** (Available through ConnectED)

The Online Student Worktext, accessible through the McGraw-Hill ConnectED platform, offers a visually appealing, kid-friendly design and easy-to-navigate features. (See publisher response to #8 below for the specifications required.) The dual-arrow navigation feature allows students easy access to any lesson: Students select the unit and lesson, then click My Lesson to open the desired text. The content has been thoroughly designed to cover the NGSSS completely.

Reading comprehension is supported by a number of features: the ability to highlight vocabulary, images that automatically link to text as students move through the text, audio read-aloud for every lesson, and three levels of font size. Lesson vocabulary is also provided in a drop-down menu as well as with yellow highlight in context. Both Content and Academic vocabulary is clearly labeled. EL students may read the content in Spanish, with the click of a button.

Students keep abreast of the standards that each lesson covers with a Standards drop-down menu, providing the full text of each standard. Students can also check their progress against the standards with a Self-Check Quiz at the end of each lesson and unit. As an extension to the Big Idea Project in each unit, students can complete an Inquiry Investigation project to go deeper into the content. Unit assessments are also available online through Engrade (McGraw-Hill's digital assessment platform). (McGraw-Hill's digital assessment platform).

The online content offers many forms of interactivity, including interactive maps, audio music files, charts, games, puzzles, self-check quizzes, skill builders, and videos. The online student narrative offers both the full text from the print student editions as well as a "Reading Coach" option--the opportunity for any reader and ELL students to access the text at a lower reading level. Students will also be able to access audio reads of the online narrative and glossary entries, offered in ten languages. While working in the Online Student Worktext, students can save assignments and complete worksheets and tests digitally. Students can stay connected by receiving messages from the teacher.

The Online Student Worktext is also available through ConnectED Mobile as a downloadable, interactive, and printable ebook.

### **Online Student Primary Source Library** (Available through ConnectED)

The **Online Student** Primary Source Library is available online as well as through ConnectED Mobile as a downloadable (and printable) ebook. (See publisher response to #8 below for the specifications required.)

Each lesson provides two paired sources to deepen understanding of each corresponding WorkText lesson. The primary source lesson instruction requires students to engage with two primary sources, through classroom presentation slides, and is built around a proven close reading and writing routine. Students read the written source or examine the visual source, then answer the questions provided and develop their own questions. They cite text evidence, or detail evidence in the case of an image, to learn to answer questions like a scholar. Next, they repeat the instructional process for the second source, make a writing plan, and finally write about the sources.

With the printable eBook of Primary Source classroom presentation slides, students can mark-up their own copy of the sources, for use at the teacher's discretion.

### **Online Student Leveled-Reader Library** (Available through ConnectED – readers available in print)

The **Online Student** Leveled-Reader Library is available online as well as through ConnectED Mobile as downloadable (and printable) ebooks. (See publisher response to #8 below for the specifications required.)

The Leveled-Reader Library delivers at least two readers per unit, with a complete lesson on reading comprehension and vocabulary development. Students read either online, or in print,, then engage with classroom presentation slides delivered through ConnectED. These lessons include comprehension questions (delivered by the teacher), vocabulary instruction, graphic organizers, and projects. An eBook of Leveled-Reader Library classroom presentation slides is available in ConnectED and ConnectED Mobile.

**Major Tool - Teacher** Describe each of the components, including a format description.

**Response:**

**Major Tool: Online Teacher WorkText**

The Online Teacher WorkText is available digitally through ConnectED. (See publisher response to #8 below for the specifications required.)

The Online Teacher WorkText includes complete lesson plans for each of the lessons in the Student WorkText, as well as standards alignment for every lesson. The Online Teacher WorkText includes planning tools, class management tools, a calendar, assignment tracker, assessment tools, and presentation resources. Each lesson offers teachers a full complement of lesson slides, available by clicking on Launch Presentation, to move effortlessly through every lesson. In addition, teachers can administer ready-made assessments or create their own through Engrade (McGraw-Hill's digital assessment platform). (McGraw-Hill's digital assessment platform).

Links to Professional Development resources are also available through the Resources menu.

**Response:**

**Major Tool: Online Teacher Leveled-Reader Library**

The Online Teacher Leveled-Reader Library is available digitally through ConnectED (See publisher response to #8 below for the specifications required.)

The Online Teacher Leveled-Reader Library includes complete instructional guidance for each leveled-reader lesson. This includes the same Essential Question that governs the WorkText lesson as well as a complete lesson on vocabulary development and reading comprehension, both supported by interactive whiteboard-ready slides. Teachers may also choose to assign the project or teach the writing lesson provided. Leveled-reader project evaluations are available through Engrade (McGraw-Hill's digital assessment platform). (McGraw-Hill's digital assessment platform). Standards alignment is posted with every lesson.

In addition, the Online Teacher Leveled-Reader Library includes links to open the Online Student Leveled-Reader Library so that teachers can view the student experience for planning and teaching. Standards alignment is posted with every lesson.

**Response:**

**Major Tool: Online Teacher Primary Source Library**

The Online Teacher Primary Source Library is available online through ConnectED. (See publisher response to #8 below for the specifications required.)

The Online Teacher Primary Source Library includes complete instructional guidance for each primary source lesson. This includes the same Essential Question that governs the WorkText lesson, as well as complete guidance for implementing the Close Reading routine, and writing lesson. A complete set of interactive whiteboard-ready classroom presentation slides can be launched from the site, offering teachers a seamless presentation experience.

In addition, the Online Teacher Primary Source Library includes links to open the Online Student Primary Source Library so that teachers can view the student experience for planning and teaching. Standards alignment is posted with every lesson.

**4. IDENTIFY AND DESCRIBE THE ANCILLARY MATERIALS.** Briefly describe the ancillary materials and their relationship to the major tool.

**Ancillary Materials - Student Components** Describe each of the components, including a format description.

**Response: Student WorkText Print**

**(Printed – 4-color consumable workbook 8.25”x10.875”)**

The Student WorkTexts of the Florida Social Studies, K-5 McGraw-Hill Networks program are consumable, write-in portfolios consisting of content that thoroughly covers the NGSSS. The standards themselves appear throughout each book at point-of-use, allowing teachers to easily see where each standard is covered. The books feature a dynamic design that provides students with a wide variety of visually appealing features and chunked, easy-to-read text. Each page provides a chance for students to interact with the text in a variety of ways, including answering questions, circling or underlining main ideas or causes and effects, filling in charts, drawing pictures and diagrams, and so on.

Each unit focuses on a Big Idea that students will explore throughout the unit. For grades 1-5, each unit begins with a Show As You Go activity, which provides instructions for exploring the unit and a space for students to record important unit concepts. Each unit also presents a Reading Skill lesson based on the LAFS. Skills practice is provided, and the reading skill is reinforced within the unit and reinforced periodically in later units. All reading skills are scaffolded across the grade levels.

Each unit features vocabulary instruction in the form of a 3-D Foldables activity. Students can create Foldables and glue them into their WorkText as a means of providing definitions and vocabulary practice for key vocabulary words. Each unit also introduces a primary or secondary source and provides students with an opportunity to explore thoroughly a variety of sources from their grade-level standards. All lessons are anchored by an Essential Question that students will respond to both diagnostically (at the beginning of the lesson) and formatively (at the end of the lesson), providing a framework for learning and an effective way for teachers to assess understanding. Throughout each lesson, students will find opportunities to explore map and globe skills, chart and graph skills, and the scaffolded reading skills mentioned above.

Finally, each unit ends with a vocabulary or content assessment activity and a Big Idea Project, giving students an opportunity to synthesize and showcase what they have learned. Grades 3-5 include test preparation at the end of the unit, providing practice tests modeled after the Reading portion of the FSA.

The kindergarten book is unique in that it offers simplified features, teacher-led read-along lessons, and more opportunities for students to draw and create visual images. The kindergarten book also contains Foldables activities, Big Ideas, Essential Questions, and reading skill instruction and practice.

**Ancillary Materials – Student Components** Describe each of the components, including a format description.

**Response: Deluxe Leveled Reader Package  
(6 of each title—4-color, saddlewire binding, 6”x9”)**

The Deluxe Leveled Reader Package is a shrink-wrapped set of leveled readers to match the Online Student Leveled-Reader Library. Each grade’s package includes 6 copies of each title for that grade. The inside back covers carry brief reading comprehension activities that match the activities in the online lessons.

**Ancillary Materials - Teacher Components** Describe each of the components, including a format description.

**Response: Teacher Implementation Guide  
(printed—4-color, spiral bound, 8.25”x10.875”)**



The Teacher Implementation Guide is a streamlined view of all three instructional pathways.

The Teacher Implementation Guide gives teachers an overview of the units, lessons, and unit wrap-up activities, as well as NGSSS and LAFS correlations, approximate time needed to accomplish each lesson, leveled reader titles, and more. Each unit opener gives teachers a preview of the Big Idea and Inquiry Investigation projects, as well as the unit Big Idea, the lesson Essential Questions, and reading and social studies skill previews. The unit wrap up gives teachers an overview of the Big Idea and Inquiry Investigation projects.

**5. IDENTIFY WHICH INDUSTRY STANDARD PROTOCOLS ARE UTILIZED FOR INTEROPERABILITY?**

McGraw-Hill Education’s K-5 Florida Social Studies, in ConnectED, is fully aligned with the IMS Global standards and protocols.

ConnectED (LTI) v3.10.2015	LTI v1.0 Compliant
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**6. HOW MUCH INSTRUCTIONAL TIME IS NEEDED FOR THE SUCCESSFUL IMPLEMENTATION OF THIS PROGRAM?** Identify and explain the suggested instructional time for this submission. If a series, state the suggested time for each level. The goal is to determine whether the amount of content is suitable to the length of the course for which it is submitted.

**Response:**

The K-5 Florida Networks Social Studies program is designed to allow teachers to cover the entire NGSSS over the course of a school year, even if they have limited time to teach social studies. Each lesson overview within the Teacher Implementation Guide presents time frames for each lesson; these can easily be adapted to fit block-scheduling needs. The printed consumables serve as the pathway for primary delivery of the NGSSS content and cover the standards thoroughly as stand-alone products. If teachers are able to devote more time to social studies than the standard two or three 20-minute blocks per week, the online program components (both student and teacher) provide ample opportunity and access to resources for seamless integration of content that will support the WorkText instruction and deepen understanding.

**7. What Professional Development is available?** Describe the ongoing learning opportunities available to teachers and other education personnel that will be delivered through their schools and districts as well as the training/in-service available directly from the publisher for successful implementation of the program. Also provide details of the type of training/in-service available and how it may be obtained. (The information provided here will be used in the instructional materials catalog in the case of adoption of the program.)

**Response:**

The McGraw-Hill School Education Group is committed to assisting the teachers and administrators in Florida schools in achieving social studies curriculum goals. The professional development sessions are designed to provide teachers with an understanding of the philosophy, goals, and organization of the program. The workshop topics are designed to support the district professional development plan in improving student learning and growth. Workshops and interactive training sessions address research-based practices and strategies to meet the needs of classroom teachers and administrators. Formats can be modified to form a customized professional development program. Professional development can be delivered with on-site trainings as well as webinars.

Professional development support for teachers is also embedded within the digital experience of *Florida Networks Social Studies*.

McGraw-Hill Education provides training and in-service for the successful implementation of an adopted McGraw-Hill Social Studies program. Training includes the Understanding by Design: Jay McTighe Video Series overview and thorough discussions of enduring understandings, essential questions, and the role of assessment. Videos on using primary sources and the close reading routine by author Emily Schell are also included in the program. McGraw-Hill will work with each customer to provide customized training and in-service. Please contact Jonathan Getz, District Manager, at 850-294-6445 for training and in-service.

**8. WHAT HARDWARE/EQUIPMENT IS REQUIRED?** List and describe the hardware/equipment needed to implement the submission in the classroom. REMEMBER: Florida law does not allow hardware/equipment to be included on the bid! However, schools and districts must be made aware of the hardware/equipment needed to fully implement this program.

**Response:**

The program is designed to be flexible and therefore the print and digital components can be used together or in isolation based on the instructional needs. If the teacher would like to present the digital resources, at a minimum s/he would need a computer and a projector. The materials are SMART Board compatible and also work well on any tablet over 7”.

You can check your computer’s compatibility with ConnectED by visiting:

<http://help.k12.mhedu.com/systemcheck/>

<b>MINIMUM SYSTEM REQUIREMENTS</b>			
<b>Category</b>	<b>Minimum Requirements (PC)</b>	<b>Minimum Requirements (Mac)</b>	<b>Minimum Requirements (Chrome OS)</b>
Javascript	Enabled	Enabled	Enabled
Browser Cookies	Enabled	Enabled	Enabled
Adobe Flash	Adobe Flash 21+	Adobe Flash 21+	Adobe Flash 21+
Adobe Air	Adobe Air 21+	Adobe Air 21+	Adobe Air 21+
Unity Web Player	Unity Web Player 5.3.4+	Unity Web Player 5.3.4+	Unity Web Player 5.3.4+
Internet Browser	Internet Explorer 11 Edge 13+ Chrome 48+ Firefox 43+	Safari 9+ Chrome 48+ Firefox 43+	Chrome 48+
Operating System	Windows 7+	OS 10.9+	Current
Screen Resolution	1024x768	1024x768	1024x768
Popup Windows	Unblocked	Unblocked	Unblocked
MP3	Unblocked	Unblocked	Unblocked
Flash Video	Unblocked	Unblocked	Unblocked
Java	1.8.0.91+	1.8.0.91+	1.8.0.91+
Native XMLHttpRequest Support	Enabled	Enabled	Enabled

## MOBILE MINIMUM SYSTEM REQUIREMENTS

ConnectED Web	Minimum Requirements (iPad)	Minimum Requirements (Android Tablets)
Internet Browser	Safari	Chrome, downloadable from the Play store
Operating System	iOS 8.4+	Android 4.4.2+
Screen Resolution	All	1024x768

ConnectED Mobile App	Minimum Requirements (Tablets)	Minimum Requirements (Phones)
Operating System (iOS)	iOS 8+	iOS 8+
Operating System (Android)	Android 4.4.2+	Android 4.4.2+
Operating System (Windows)	Windows 8.1+	Not Supported
Operating System (Chrome OS)	Chrome 48+	Not Supported

**9. WHAT LICENSING POLICIES AND/OR AGREEMENTS APPLY?** If software is being submitted, please attach a copy of the company's licensing policies and/or agreements.

*McGraw-Hill School Education is providing web-based content through subscription service. The McGraw-Hill Education Subscription Terms of Use, Terms of Service, Data Security and Data Privacy documents are attached as Exhibits A, B, C and D for reference.*

**10. WHAT STATES HAVE ADOPTED THE SUBMISSION?** List some of the states in which this submission is currently adopted.

*This McGraw-Hill Education program is a new program and has been customized for Florida users. It is not applicable to other states and has not been adopted by any other states.*

**11. What Open Educational Resources RELATED TO this bid Do you MAKE available(s)?**

List and describe each of the components, including a format description. (Open Educational Resources (OER) are high-quality, openly licensed, online educational materials that offer an extraordinary opportunity for people everywhere to share, use, and reuse knowledge.)

*This McGraw-Hill Education program does not come pre-populated with any Open Educational Resources. Teachers are provided with online storage and may upload their own OERs to their Resource Library in their Online Teacher Lesson Center.*

**Exhibit A**  
**Terms of Service**

**We have updated our Terms of Service to help our customers comply with their obligations under FERPA.**

THESE TERMS OF SERVICE, together with the [Terms of Use](#) and the [Privacy Notice](#), form a legal agreement (the "Agreement") between McGraw-Hill School Education Holdings, LLC ("MHE") with offices at 2 Penn Plaza, New York, New York and the educational institution, company, or organization ("You" or the "Subscriber") identified on the online registration page for the Services (the "Registration Page"). This Agreement governs Your use of the Solution (as defined below).

**BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE REGISTRATION PROCESS FOR THE SOLUTION, YOU AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE, THAT YOU AGREE TO THESE TERMS SERVICE, THE TERMS OF USE, AND PRIVACY NOTICE AND YOU WILL COMPLY WITH SUCH TERMS IN CONNECTION WITH YOUR USE OF THE SOLUTION. YOU AGREE THAT (i) YOU ARE AN EMPLOYEE, DIRECTOR, OR AGENT OF THE SUBSCRIBER; (ii) YOU HAVE CONFIRMED THAT SUBSCRIBER HAS AGREED TO BE BOUND TO THESE TERMS OF SERVICE, THE TERMS OF USE, AND PRIVACY NOTICE; AND (iii) THE SUBSCRIBER HAS AUTHORIZED YOU TO USE THE SOLUTION ON ITS BEHALF.**

1. **THE SOLUTION.** MHE has developed a web-based solution that enables users to access certain online products and services offered by MHE (the "Solution") through our website (the "Website"). MHE hereby grants Subscriber a non-exclusive, non-transferable right to access and use the Solution, and allow its End Users to access and use the Solution, through the Website, solely for educational purposes (the "License").
2. **USER NAMES AND ACCESS CODES.** MHE shall provide an individualized user name and access code to initiate access to the Solution by Subscriber's designated administrator(s) identified on the Registration Page or designated by Subscriber in writing (the "Subscriber Administrator(s)"). The Subscriber Administrator(s) shall create an individualized user name for each administrator, faculty member, and student enrolled by the Subscriber (each a designated "End User"). MHE or its third party service provider shall provide Subscriber with an access code for the End Users to access the Solution (the "Access Code"). Subscriber shall be solely responsible for keeping an accurate record of the Access Code and user name assigned to each End User.
3. **END USER ACCESS TO MHE CONTENT.** The Solution enables Subscriber and its End Users access to certain online educational products and services (the "Services") and related content and information (together with the Services, the "MHE Content"). All use of the MHE Content is subject to the additional terms agreed to by the parties in connection with such MHE Content, including, without limitation, any prohibitions on distribution of the MHE Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the MHE Content. Subscriber will be required to register End Users that are students of Subscriber ("Students") with MHE in order to obtain access codes for the additional Services (the "Service Access Code"), and Students may then access the Solution and the MHE Content by entering their user name and the applicable Service Access Code. End Users other than Students will be required to enter their user name and Access Code to access the Solution and the MHE Content as well as agree to the Terms of Use located at: <http://www.mheducation.com/terms-use>.

4. **ADDITIONAL SERVICES.** MHE may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber. Subscriber may request MHE to integrate the Solution with Subscriber's learning management system ("LMS") to enable End Users to access the Solution through a single sign on process ("SSO"). Any Professional Services to be provided by MHE to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between MHE and Subscriber.
5. **APPLICABLE LAW.** Subscriber is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other laws rules or regulations concerning the collection, use, and disclosure of Personal Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Law"). "Personal Information" means any and all information that could, individually or when combined with other information, identify an individual.
6. **SUBSCRIBER INFORMATION.** All information concerning Subscriber, and Personal Information concerning End Users (collectively, "Subscriber Information") shall belong to the Subscriber. Subscriber assumes sole responsibility for: (a) providing notice to the extent required under COPPA or other Applicable Law in connection with the collection, use and/or disclosure of Personal Information from End Users; (b) obtaining verifiable prior parental consent as required under COPPA or other Applicable Law in connection with the collection, use, and/or disclosure of Personal Information obtained from End Users; (c) providing a reasonable means for parents to review Personal Information provided by End Users to the extent required by COPPA or other Applicable Law; and (d) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personal Information.
7. **MHE USE OF SUBSCRIBER INFORMATION.** As a service provider to Subscriber, MHE will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Law to protect the confidentiality, security, and integrity of Personal Information and Subscriber Information received by MHE in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that MHE has the right to use the Personal Information and Subscriber Information collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personal Information and Subscriber Information will be used by MHE for Research Purposes only in the aggregate and so that the privacy of the individual's Personal Information will be maintained. MHE shall enable Subscriber to maintain compliance with FERPA in connection with its use of the Solution.

MHE acknowledges that in the course of Subscriber's use of the Services, personally identifiable information about students ("Sensitive Student Data") may be disclosed to MHE. MHE acknowledges that it will be considered a "School Official" (as that term is used in Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 CFR Part 99, and its implementing regulations) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Sensitive Student Data. Per these requirements, MHE agrees that under applicable law, regulation and policy, officers, employees, and agents of MHE who access Sensitive Student Data may use such data only for the purposes for which such data has been made available to the MHE. MHE and its contractors, suppliers and licensors

shall only use Sensitive Student Data for the purpose of facilitating the performance, delivery or use of the Services.

8. **OWNERSHIP.** No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber's license with respect to the Solution and any other materials provided hereunder is only as expressly set forth in these Terms of Service. Subscriber shall have no right to use the Solution for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, MHE's right, title, and interest in the Solution.
9. **RESTRICTIONS ON USE.** Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution; (b) decompiling, reverse engineering or disassembling the Solution, (c) distributing or disclosing the Solution to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution.
10. **TERM AND TERMINATION.** This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations), MHE may terminate this Agreement on five (5) business days prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing MHE with no less than thirty (30) days prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, MHE may terminate this Agreement on at least sixty (60) days prior written notice.
11. **EFFECT OF TERMINATION OR EXPIRATION.** Subscriber's right to use the Solution shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 8 ("Ownership"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 15 ("Indemnification") and Section 16 ("Miscellaneous").
12. **CONFIDENTIALITY.** The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personal Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know basis;" provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.
13. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with

its terms. MHE DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION ANY OTHER MATERIALS OR SOLUTION PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MHE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MHE MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (ii) THE SOLUTION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MHE, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that MHE may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

14. **LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS, LOSS OF GOODWILL OR REPUTATION) OR LOSS OF DATA WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING FROM OR RELATING TO THE SOLUTION, THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE, REGARDLESS OF WHETHER SUCH PROTECTED ENTITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. MHE'S MAXIMUM LIABILITY ARISING FROM OR RELATING TO THE SOLUTION, THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO MHE HEREUNDER. To the extent the foregoing exclusion of liability is not permitted under applicable law, the Protected Entities' liability in such case will be limited to the greatest extent permitted by law.
15. **INDEMNIFICATION.** MHE shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. Subscriber shall indemnify, defend and hold harmless MHE from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by MHE hereunder.
16. **MISCELLANEOUS.** The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided,

however, that if Subscriber has entered into a separate written agreement regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of MHE, which consent MHE may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.



**Exhibit B**  
**McGraw-Hill Education Terms of Use (last updated: January 2016)**

These terms and conditions (the "Terms of Use") apply to all web sites (the "Sites") owned and operated by McGraw-Hill Global Education Holdings, LLC, McGraw-Hill School Education Holdings, LLC, or one of our affiliated companies ("MHE" or "us" or "we"). By accessing or using any of our Sites or Services, you agree to be bound by these Terms of Use and the terms and conditions of the relevant Privacy Notice, both of which can be found on the applicable Site and is hereby incorporated by reference (collectively, this "Agreement"). We reserve the right, at our discretion, to change any of these terms in the future. If you do not agree to these Terms of Use, you may not access or otherwise use the Site or the Services.

1. **PROPRIETARY SERVICES FOR REGISTERED USERS.** MHE operates electronic platforms/systems that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by MHE (the "Services") through our Sites. The material on our Sites include general non-proprietary information available to all users of our Sites, but in order to access and use the Services you will be required to register on our Sites or through your educational institution. If you register to use the Services on behalf of your educational institution, you will be required to agree to additional terms and conditions in connection with the registration process (the "Terms of Service").

2. **RESTRICTIONS.** In accordance with Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of the educational institution or the child's parents. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

3. **INTELLECTUAL PROPERTY.** MHE is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on our Sites, and is the owner or licensee of the content and/or information on our Sites. Except as otherwise expressly provided herein, or pursuant to the Terms of Service, your use of our Sites does not grant to you a license to any content or materials you may access on our Sites. Nothing contained on our Sites should be construed as granting any license or right to use any Trademark displayed on our Sites without our written permission or that of the third party rights holder.

4. **COMMUNICATIONS TO MHE AND USER GENERATED CONTENT.** Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information. Please refer to the Privacy Notice with regard to how we handle your personal information. With respect to all e-mails you send to us, including but not limited to feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information.

MHE does not and cannot review all communications and materials posted to or created by users accessing the Services (hereinafter, "User Generated Content"), and is not in any manner responsible for the content of the User Generated Content. MHE reserves the right to block or remove communications or materials that it determines to be in violation of our Community Guidelines or is offensive or otherwise unacceptable to MHE in its sole discretion. You own the rights to anything you post to the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all submissions you provide to us, in any media now known or hereafter devised.

5. **COMMUNITY GUIDELINES.** While using our Sites and the Services, you agree not to:

- use our Sites or the Services in violation of any applicable law;
- use our Sites or the Services or features in violation of MHE's or any third party's intellectual property or other proprietary, personal or legal rights;
- obtain or attempt to obtain unauthorized access to computer systems, materials, information or any Services made available on or through our Sites through any means;
- attempt to gain unauthorized access to other computer systems through our Sites;
- impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with our Sites or the Services, or any content thereof, or make unauthorized use thereof;
- use our Sites in any manner that could damage, disable, overburden, or impair our Sites or interfere with any other party's use and enjoyment of our Sites;

- obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through our Sites.

6. NO WARRANTIES. WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES OR THE SERVICE. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE WEBSITES, THE CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MHE IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MHE RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

7. EXTERNAL WEBSITES. Our Sites may contain links to third-party websites (“External Websites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Websites. We are not responsible for the content of any linked External Websites and do not make any representations regarding the content or accuracy of materials on such External Websites.

8. INDEMNIFICATION. You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, service providers, and assignees harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use, or misuse of the MHE Content, our Sites, or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

9. INFRINGEMENT NOTIFICATION. We respect the intellectual property rights of others, and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, McGraw-Hill Education, 2 Penn Plaza, New York 10121. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

10. COMPLIANCE WITH APPLICABLE LAWS. We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

11. TERMINATION OF THE AGREEMENT. Subject to the Terms of Service, if applicable, we reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to the Services and/or all or any part of our Sites, at any time and for any reason without prior notice or liability.

12. MISCELLANEOUS. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Intellectual Property,” “Communications to MHE,” “No Warranties,” “Indemnification,” “Termination of the Agreement,” and “Miscellaneous.” Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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**Exhibit C**  
**McGraw-Hill Education Customer Data Privacy Notice**

**Introduction**

Please note that this notice applies to individuals who visit our commercial web sites or otherwise interact with us as customers or potential employees via our web sites, social media, or at events.

Our commercial web sites, such as mheonline.com, mhprofessional.com, or mheducation.com, are not intended for use by minors below the age of 13. Privacy information for users of our digital learning systems, including those under the age of 13, can be found by following the appropriate links to the left (Educators, Students, and Parents).

This notice does not cover other organizations' web sites that may be accessible via links on our web sites. These sites have their own privacy policies and we encourage you to read them.

McGraw-Hill Education is a global organization. We follow all privacy laws and regulations that are applicable to our company and our services in the areas where we do business. You agree that by accessing our web sites or otherwise providing your personal information to McGraw-Hill Education, you accept this notice. It is your responsibility to fully read through this notice. If you do not agree to this notice, you may not access our web sites or otherwise provide your personal information to McGraw-Hill Education.

Revisions to this Privacy Notice will be posted at this location. Material changes may also be posted to the homepage of our website.

Please contact our Chief Privacy Officer with any questions or concerns:

Email: [privacy@mheducation.com](mailto:privacy@mheducation.com)

Postal Address:

Chief Privacy Officer  
McGraw-Hill Education  
2 Penn Plaza, 20th Floor  
New York, NY 10121

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**Privacy Notice**

***What is Personally Identifiable Information (PII)?***

Personally Identifiable Information, or PII, is information that can identify you, or when combined with other information can be used to identify you. Depending on the service or transaction, the PII that MHE collects on customers may contain the following categories:

1. First name, last name, and/or initials
2. Personal contact information and/or contact information at your place of business such as email address, phone numbers, or postal address
3. Education and professional details such as school(s) or courses attended
4. Payment card industry data such as credit card number, billing address

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***What PII do we collect and how do we use it?***

***We collect PII, such as contact information, education details, or payment information, in order to provide you with the product and/or service requested.***

We, or our service providers on our behalf, may collect PII and other information if you access and/or submit PII on one of our web sites or interact with us at an event. You are not required to provide PII, however in order to use certain services, we must collect PII in order for that service to function properly or to provide you with additional information, if requested. In general, we collect PII if it is necessary to provide, maintain, and improve the requested service, such as McGraw-Hill Education web sites or process transactions, such as information requests or purchases. It is your responsibility to ensure the integrity of the data you provide to us. You may contact customer service to update your PII.

We limit the use, collection, and disclosure of your PII to deliver the service or information requested by you. We do not collect, use, or disclose PII that is not reasonably related to the purposes described within this notice. Your information may be combined in an aggregate and de-identified manner in order to maintain and/or improve our services.

Depending on the service or transaction, the PII we collect may include information from the following categories:

1. Name, initials or white page information
  - a. On our consumer web sites, we generally only collect your name, initials or contact information when you create an account or purchase a product on our online store. We may also collect your email address. We may also collect this information if you connect with us via your social media account as an existing or potential customer, or if you are interested in a career at McGraw-Hill Education.
2. Education & and professional information
  - a. If you are interested in a career with us, we may collect additional education and professional information online, primarily in the form of an online form or resume. We use this information to evaluate candidates, conduct interviews and initiate the hiring process.
3. Payment card industry data such as credit card number, billing address, etc.
  - a. If you make an online purchase from us, in addition to your name, we may need to collect additional payment information, which includes billing and shipping addresses and credit card data in order to process your transaction.

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***What other information do we collect?***

***We may also collect computer metadata and content to provide, improve, and maintain our products and services.***

When you visit and make transactions on our web sites, we collect information without you having to enter it through the use of cookies, web beacons or other tracking mechanisms. This includes information about your experience such as your IP address, operating systems, pages viewed, and time spent. Information may also be collected automatically from you through the use of third party cookies, web beacons, and tracking mechanisms. This information is used to enable the functions of the site, as well as customize, maintain, and improve our web sites. You may disable cookies via your browser or third party mechanisms. However, some features of our services may not functional properly without them. Third party cookies which may be used include:

- AddThis
- Adobe Test & Target
- DoubleClick
- Eloqua
- Google: Various including AdWord Conversion, Analytics, Tag Manager, etc.
- LivePerson
- Marketo
- Omniture

If you access our web sites from the European Union, you will be presented with an additional notification regarding cookies and will be provided with an opportunity to approve the use of cookies.

You can change your Web browser's Internet preferences to disable or delete cookies, although that may affect certain functions on this site. To learn how to manage your cookies, please follow the instructions from your specific browser, or follow the links below:

- [Internet Explorer](#)
- [Firefox](#)
- [Chrome](#)
- [Safari](#)
- [Opera](#)

If you wish to opt out of the use of data collected on our site to send you targeted advertising during your visits to other websites, go to <http://www.aboutads.info/choices>.

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***Do we use your PII to market to you?***

***We may market to you as a customer, depending on your location, however you always have the option to change your marketing preferences.***

Depending on your location, we may use your PII to provide you with materials that we believe are of interest. In some locations, such as the European Union, we will only market to you if you request such materials. In all

instances, you may choose to change these preferences at any time by contacting our [customer service](#) or by sending an email to [McGraw-Hill Education's local privacy official](#). McGraw-Hill Education will not share your PII with third parties for marketing purposes unless the organization is acting on our behalf and is contractually bound to only use your PII for those purposes. Please note, whatever preferences you select for marketing, you may still receive some transactional emails related to the services or products you purchase or use.

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### ***When do we share your PII with third parties?***

***In general, we only share your PII in order to provide, maintain, or improve our products or services, or respond to legal requests.***

1. Co-branded/Other Web Sites and Features – We may share your PII with third-party business partners for the purpose of providing the Service to you. Those business partners will be given limited access to the PII that is reasonably necessary to deliver the Service, and we will require that such third parties follow the same privacy and security practices as McGraw-Hill Education.
2. Business Transfer – In the event of a sale, merger or acquisition, we may transfer your PII to a separate entity. This entity will be responsible for ensuring that your PII is used only for authorized purposes and by authorized persons in a manner consistent with the choices customers and prospects have made under this Policy, and that security, integrity and privacy of the information is maintained.
3. Agents/Service providers – Sometimes we hire other companies to perform certain business-related functions for us. In certain instances, we provide these companies with access to your PII in order for them to perform their functions. However, we limit that access to only information required to perform their specific function, and we contractually require that these organizations follow the same privacy and security requirements.
4. Contests and Promotions – If you participate in a contest or promotion with McGraw-Hill Education, we may use your information to provide, maintain, or improve our services, as well as, where permitted, contact you regarding materials in which you may be interested.
5. Affiliates – McGraw-Hill Education is a global corporation that consists of multiple organizations. In some instances, we may share your PII between organizations within McGraw-Hill Education to provide, maintain, and improve our products and services.
6. Law Enforcement – In the event that McGraw-Hill Education receives a legal demand for customer data from a law enforcement agency that request will only be honored if:
  - a. The request complies with all laws and clearly establishes the legal need for disclosure.
  - b. The request is related to a specific investigation and specific user accounts are implicated in that investigation.
  - c. Whenever legally permissible, users shall receive notice that their information is being requested.

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### ***What privacy controls and choices do we offer you?***

***You may review and correct your PII by contacting customer service.***

1. Reviewing & correcting your information – We strive to ensure that information we have about you is accurate and current. If you want to review the PII you have provided to us, or believe that the information we have about you is inaccurate, you should contact our [customer service](#) to review or update your PII.
2. Choice – With limited exceptions, you may choose to change how we use your PII at any time by contacting [customer service](#). However, if the PII is required to provide you with the service or process a transaction, you may not be able to opt-out without canceling the transaction or service.

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### ***How do we protect your PII?***

***Our IT security team has established reasonable security measures to protect your PII***

We use reasonable security measures to protect your PII from unauthorized access and use.

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### ***Can you delete your PII?***

***You may request, via [customer service](#), that we delete your PII, however it may limit your abilities to use our products or services.***

At your request, in some instances, we may delete or de-identify your information. However, you should be aware that doing this may limit your use of our services. For example, if you request the deletion of your account

within an ecommerce portal, you may be required to re-enter this information should you wish to make another purchase.

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***When do we store, transfer or process PII internationally?***

***McGraw-Hill Education is a global organization based in the U.S. Depending on your location, we may transfer and store your PII for processing in the U.S.***

McGraw-Hill Education is a global organization headquartered in the United States. Depending on your location and the product or service, your information may be stored and processed within secure data centers in the U.S., where U.S. law applies. If your data is stored locally, then your local laws prevail.

We recognize and acknowledge current data protection laws in the European Union, Switzerland, and around the world. We follow the U.S.-EU Safe Harbor Framework and the U.S.-Switzerland Safe Harbor Framework administered by the U.S. Department of Commerce. For more information about the Safe Harbor Privacy Principles, please visit the U.S. Department of Commerce's website at <http://www.export.gov/safeharbor>.

Any questions or complaints regarding this Policy or the collection, use, disclosure, or transfer of Personal Data covered by this Policy should be directed to [privacy@mheducation.com](mailto:privacy@mheducation.com).

In the event your complaint cannot be resolved, you may contact the appropriate DPA or the Swiss Federal Data Protection and Information Commissioner. The contact information for the EU DPAs is available at [http://ec.europa.eu/justice/data-protection/bodies/authorities/eu/index\\_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/eu/index_en.htm). The contact information for the Commissioner is available at <http://www.edoeb.admin.ch/kontakt/index.html?lang=en>.

**Exhibit D**  
**McGraw-Hill Education Data Security Policy**

This Data Security Policy (“**Data Security Policy**”) sets forth MHE’s duties and obligations with respect to Personally Identifiable Information (defined below). In the event of any inconsistencies between the Data Security Policy and the Agreement (defined below), the parties agree that the Data Privacy Policy will supersede and prevail. Capitalized Terms not defined herein shall have the meaning ascribed to them in the agreement.

**1. Definitions.**

- a. “**Agreement**” means the Agreement between McGraw-Hill Global Education Holdings, LLC and Subscriber to which this DPSA is attached and made a part thereof.
- b. “**Applicable Laws**” means federal, state and international privacy, data protection and information security-related laws, rules and regulations applicable to the Services and to Personally Identifiable Information.
- c. “**End User Data**” means the data provided to or collected by MHE in connection with MHE’s obligations to provide the Services under the Agreement.
- d. “**Personally Identifiable Information**” or “**PII**” means information provided to MHE in connection with MHE’s obligations to provide the Services under the Agreement that (i) could reasonably identify the individual to whom such information pertains, such as name, address and/or telephone number, or (ii) can be used to authenticate that individual, such as passwords, unique identification numbers or answers to security questions, or (iii) is protected under Applicable Laws. For the avoidance of doubt, PII does not include aggregate, anonymized data derived from an identified or identifiable individual.
- e. “**Processing of PII**” means any operation or set of operations which is performed upon PII, such as collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction.
- f. “**Third Party**” means any entity (including, without limitation, any affiliate, subsidiary and parent of MHE) that is acting on behalf of, and is authorized by, MHE to receive and use PII in connection with MHE’s obligations to provide the Services.
- g. “**Security Incident**” means the unlawful access to, acquisition of, disclosure of, loss, or use of PII.
- h. “**Services**” means any services and/or products provided by MHE in accordance with the Agreement.

**2. Confidentiality and Non-Use; Consents.**

- a. MHE agrees that the PII is the Confidential Information of Subscriber and, unless authorized in writing by Subscriber or as otherwise specified in the Agreement or the DPSA, MHE shall not Process PII for any purpose other than as reasonably necessary to provide the Services, to exercise any rights granted to it under the Agreement, or as required by Applicable Laws.
- b. MHE shall maintain PII confidential, in accordance with the terms set forth in this DPSA and Applicable Laws. MHE shall require all of its employees authorized by MHE to access PII and all Third Parties to comply with (i) limitations consistent with the foregoing and, (ii) all Applicable Laws.
- c. Subscriber represents and warrants that in connection with any PII provided directly by Subscriber to MHE, Subscriber shall be solely responsible for (i) notifying End Users that MHE will Process their PII in order to provide the Services and (ii) obtaining all consents and/or approvals required by Applicable Laws.

**3. Data Security.** MHE shall use commercially reasonable administrative, technical and physical safeguards designed to protect the security, integrity, and confidentiality of PII. MHE's security measures include the following:

- a. Access to PII is restricted solely to MHE’s staff who need such access to carry out the responsibilities of MHE under the Agreement;
- b. Access to computer applications and PII are managed through appropriate user ID/password procedures;
- c. Access to PII is restricted solely to Subscriber personnel based on the user role they are assigned in the system (provided, however, that it is the Subscriber’s responsibility to ensure that user roles match the level of access allowed for personnel and that their personnel comply with Applicable Law in connection with use of such PII);
- d. Data is encrypted in transmission (including via web interface) at no less than 128-bit level encryption; and
- e. MHE or an MHE authorized party performs a security scan of the application, computer systems and network housing PII using a commercially available security scanning system on an annual basis.

**4. Data Security Breach.**

- a. In the event of a Security Incident, MHE shall (i) investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such Security Incident, (ii) timely provide any notifications to individuals affected by the Security Incident that MHE is

- required to provide, and, (iii) notify Subscriber of the Security Incident, subject to applicable confidentiality obligations and to the extent allowed and/or required by Applicable Laws.
- b. Except to the extent prohibited by Applicable Laws, MHE shall, upon Subscriber's written request, provide Subscriber with a description of the Security Incident and the type of data that was the subject of the Security Incident.
5. **Security Questionnaire.** Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, MHE shall respond to security questionnaires provided by Subscriber, with regard to MHE's information security program applicable to the Services, provided that such information is available in the ordinary course of business for MHE and it is not subject to any restrictions pursuant to MHE's privacy or data protection or information security-related policies or standards. Disclosure of any such information shall not compromise MHE's confidentiality obligations and/or legal obligations or privileges. Additionally, in no event shall MHE be required to make any disclosures prohibited by Applicable Laws. All the information provided to Subscriber under this section shall be Confidential Information of MHE and shall be treated as such by the Subscriber.
6. **Security Audit.** Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, MHE's data security measures may be reviewed by Subscriber, both through an informal audit of policies and procedures and/or through inspection of security methods used within MHE's infrastructure, storage, and other physical security. Should Subscriber request an inspection, MHE will schedule a site visit a minimum of five days after the date of the request.
7. **Records Retention and Disposal**
- a. MHE will use commercially reasonable efforts to retain End User Data until the End User deletes such data or for an alternative time period mutually agreed by the parties.
  - b. Using appropriate and reliable storage media, MHE will regularly back up the Subscriber and End User Data and retain such backup copies for a minimum of 12 months.
  - c. MHE will immediately place a "hold" on the destruction of records that include but not limited to End User Data, in response to an oral or written request from Subscriber indicating that those records may be relevant to litigation that Subscriber reasonably anticipates. Oral requests by Subscriber for a hold on record destruction will be reduced to writing and supplied to MHE for its records as soon as reasonably practical under the circumstances. Subscriber will promptly coordinate with MHE regarding the preservation and disposition of these records. MHE shall continue to preserve the records until further notice by Subscriber.