

## Customer Agreement

This Customer Agreement (the “Agreement”) is entered into by and between Alvord Unified School District (the “District”), with offices at 9 KPC Parkway, Corona, CA 92879 and Curriculum Associates, LLC (“Curriculum Associates”), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this agreement shall take effect on July 27, 2020 (the Effective Date”).

- 1. License.** Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading, and/or the e-book versions and digital components of Ready Classroom™ Mathematics, and/or Ready® Teacher Toolbox for Math and/or Reading (together, the “Digital Products”) for the number of users (or the number of site licenses) listed on the Price Quote or Cost Estimate included as Exhibit A (the “Price Quote”), solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement. If any components of the Digital Products are not listed on the Price Quote, they are not included in the scope of the license.
- 2. Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until Customer no longer has a validly purchased license to use the Digital Products, unless earlier terminated in accordance with Section 11 hereof.
- 3. Pricing and Payment.** Pricing for the Digital Products, and any other products being purchased by the District, are listed on the Price Quote. The Digital Products and any other such products purchased under the Price Quote may be referred to in this Agreement as “Products”. The District will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of the invoice.
- 4. Copyright and Proprietary Rights.** The Products and the content contained therein, and any training material provided in connection with the Services, are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Products and in the software, text, graphics, design elements, audio, music and all other materials contained in the Products are reserved by Curriculum Associates and its licensors. The District may not use the Products in any manner that infringes the proprietary rights of any person or entity.
- 5. Data Ownership and Security.** In connection with the District’s use of i-Ready®, the District will be asked to provide Curriculum Associates with data about the District’s students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into i-Ready®. As the District’s students use i-Ready®, data will be generated about students’ usage, performance and progress. Both the information the District inputs and the data generated by students’ usage will be referred to in this Agreement as “Customer Data”. The District shall own all right, title and interest in and to the Customer Data. However, the District hereby grants Curriculum Associates: (a) a limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to i-Ready® available to the District and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to

use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with the Family Education Rights Privacy Act (“FERPA”). For purposes of this Agreement, “De-identified Data” means data generated by the usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. All Customer Data held by Curriculum Associates will be made available to the District upon the District’s written request.

Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the District. A full description of the security measures that Curriculum Associates takes is set forth in Curriculum Associates’ Data Handling Policy, which is attached as Exhibit B.

6. **Compliance with California Assembly Bill 1584, Student Online Personal Information Protection Act (“SOPIPA”), and California Consumer Privacy Act (“CCPA”).** Curriculum Associates and District agree to comply with California Assembly Bill 1584, SOPIPA, and the CCPA (each, as and when applicable) as described on the California Compliance Addendum attached as Exhibit C hereto (the “Addendum”).
7. **Access to the Digital Product.** The District’s authorized users will need valid usernames and passwords to access the Digital Products. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if any of the District’s usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Digital Products available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice where possible and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associates’ reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.
8. **Limitations of Use.** The District shall not, nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Digital Products; (b) modify, copy, translate or create derivative works based on the Digital Products or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Digital Products; (d) use the Digital Products for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the District’s organization; or (e) remove any proprietary notices from the Digital Products.

The District may not reproduce, upload, post, transmit, download or distribute any part of the Digital Products content or information, or information accessed at other sites through links made from the Digital Products, other than printing out or downloading portions of the text and images for use in connection with the work of the District’s organization. If the District’s users leave the Digital Products via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the District’s use of that third party site will be governed by that site’s terms of use,

not this Agreement.

The District must use the Digital Products in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

9. **Services.** If the Price Quote includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.

10. **Limitation of Warranties and Liability**

EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE DISTRICT'S REQUIREMENTS, WILL BE ACCURATE OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

IN NO EVENT SHALL CURRICULUM ASSOCIATES OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CURRICULUM ASSOCIATES TO THE DISTRICT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE DISTRICT TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT.

11. **Termination.** Curriculum Associates reserves the right to terminate this Agreement at any time during the Term if the District does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement, or any portion of the licenses granted hereunder, effective immediately upon written notice, for non-payment by the District.
12. **Notice.** Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

**Curriculum Associates, LLC**  
153 Rangeway Road  
North Billerica, MA 01862  
Attention: Jill Bradford, Vice-President, General Counsel  
Tel: 978-339-4388  
Fax: 800-355-1158  
jbradford@cainc.com

**Alvord Unified School District**

9 KPC Parkway

Corona, CA 92879

Attention: Erin Askier

Erin.askier@alvordschools.org

Notices may be provided by electronic mail.

- 13. Choice of Law and Jurisdiction.** This Agreement and all of the rights and obligations of the parties shall be governed by laws and courts of the State of California, without regard to its conflict of law principles. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
- 14. Entire Agreement.** This document and all exhibits, attachments and subsequent District purchase orders, represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

**Alvord Unified School District**



Name: Sherri Kemp, Ed.D.

Title: Asst. Superintendent, Educational Services

**Curriculum Associates, LLC**



Robert Waldron

Chief Executive Officer

EXHIBIT A

# Curriculum Associates®

**Prepared For:**

Erin Askier  
Alvord Unified School District  
9 Kpc Pkwy,  
Corona, CA 92879

7/23/2020

Dear Erin Askier,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 219798.3		Valid through: 12/31/2020
Product	List Price	Net Price
i-Ready	\$216,456.00	\$118,752.00
Professional Development	\$79,000.00	\$76,500.00
List Total:		\$295,456.00
Savings:		\$100,204.00
Shipping/Tax/Other:		\$0.00
Total:		\$195,252.00

Thank you again for your interest in Curriculum Associates.

**Sincerely**

Kathryn Oxhorn  
(520) 488-9715  
koxhorn@cainc.com

**Please submit this quote with your purchase order**

# Curriculum Associates®

Quote ID: 219798.3

Date: 7/23/2020

Valid through: 12/31/2020

**Prepared For:**

Erin Askier

Alvord Unified School District

9 Kpc Pkwy,

Corona, CA 92879

erin.askier@alvordschools.org

(951) 509-5000

**Your Representative:**

Kathryn Oxhorn

(520) 488-9715

koxhorn@cainc.com

## Alvord Alternative Ed Center 10368 Campbell Ave, Riverside, CA 92505

Total Building Enrollment: 100

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	Multiple	14928.0	100	\$6.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	Multiple	14936.0	100	\$6.00	\$0.00	\$0.00
Subtotal:						\$3,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,000.00

## Alvord Continuation HS 3606 Pierce St, Riverside, CA 92503

Total Building Enrollment: 129

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	Multiple	14928.0	129	\$6.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	Multiple	14936.0	129	\$6.00	\$0.00	\$0.00
Subtotal:						\$3,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,000.00

## Alvord Unified School District 9 Kpc Pkwy, Corona, CA 92879

Total Building Enrollment: 12375

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site Add on Leadership Session (Up to 3 hrs)	Multiple	19990.0	2	\$0.00	\$0.00	\$0.00
i-Ready Assessment Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	20026.0	5	\$2,000.00	\$1,500.00	\$7,500.00
Subtotal:						\$7,500.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,500.00

**Arizona Middle School 11045 Arizona Ave, Riverside, CA 92503**

Total Building Enrollment: 917

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	917	\$6.00	\$4.80	\$4,401.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	917	\$6.00	\$4.80	\$4,401.60
Subtotal:						\$11,803.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$11,803.20

**Arlanza Elementary School 5891 Rutland Ave, Riverside, CA 92503**

Total Building Enrollment: 493

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	493	\$6.00	\$4.80	\$2,366.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	493	\$6.00	\$4.80	\$2,366.40
Subtotal:						\$7,732.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,732.80

**Collett ES 10850 Collett Ave, Riverside, CA 92505**

Total Building Enrollment: 564

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	564	\$6.00	\$4.80	\$2,707.20
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	564	\$6.00	\$4.80	\$2,707.20
Subtotal:						\$8,414.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,414.40

**Foothill Elementary School 8230 Wells Ave, Riverside, CA 92503**

Total Building Enrollment: 556

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	556	\$6.00	\$4.80	\$2,668.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	556	\$6.00	\$4.80	\$2,668.80
Subtotal:						\$8,337.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,337.60

**Hillcrest High School 11800 Indiana Ave, Riverside, CA 92503**

Total Building Enrollment: 1715

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	Multiple	14928.0	1715	\$6.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	Multiple	14936.0	1715	\$6.00	\$0.00	\$0.00
Subtotal:						\$3,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,000.00

**La Granada Elementary School 10346 Keller Ave, Riverside, CA 92505**

Total Building Enrollment: 546

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	546	\$6.00	\$4.80	\$2,620.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	546	\$6.00	\$4.80	\$2,620.80
Subtotal:						\$8,241.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,241.60

**La Sierra High School 4145 La Sierra Ave, Riverside, CA 92505**

Total Building Enrollment: 1605

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	Multiple	14928.0	1605	\$6.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	Multiple	14936.0	1605	\$6.00	\$0.00	\$0.00
Subtotal:						\$3,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,000.00

**Lake Hills ES 16346 Village Meadow Dr, Riverside, CA 92503**

Total Building Enrollment: 721

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	721	\$6.00	\$4.80	\$3,460.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	721	\$6.00	\$4.80	\$3,460.80
Subtotal:						\$9,921.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,921.60



**Loma Vista Middle School 11050 Arlington Ave, Riverside, CA 92505**

Total Building Enrollment: 997

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	997	\$6.00	\$4.80	\$4,785.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	997	\$6.00	\$4.80	\$4,785.60
Subtotal:						\$12,571.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,571.20

**McAuliffe Elementary School 4100 Golden Ave, Riverside, CA 92505**

Total Building Enrollment: 688

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	688	\$6.00	\$4.80	\$3,302.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	688	\$6.00	\$4.80	\$3,302.40
Subtotal:						\$9,604.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,604.80

**Myra Linn Elementary School 10435 Branigan Way, Riverside, CA 92505**

Total Building Enrollment: 487

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	487	\$6.00	\$4.80	\$2,337.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	487	\$6.00	\$4.80	\$2,337.60
Subtotal:						\$7,675.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,675.20

**Norte Vista High School 6585 Crest Ave, Riverside, CA 92503**

Total Building Enrollment: 2119

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	Multiple	14928.0	2119	\$6.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	Multiple	14936.0	2119	\$6.00	\$0.00	\$0.00
Subtotal:						\$3,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,000.00

**Orrenmaa Elementary School 3350 Fillmore St, Riverside, CA 92503**

Total Building Enrollment: 564

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	564	\$6.00	\$4.80	\$2,707.20
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	564	\$6.00	\$4.80	\$2,707.20
Subtotal:						\$8,414.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,414.40

**Phillip M Stokoe Elem School 4501 Ambs Dr, Riverside, CA 92505**

Total Building Enrollment: 675

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	675	\$6.00	\$4.80	\$3,240.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	675	\$6.00	\$4.80	\$3,240.00
Subtotal:						\$9,480.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,480.00

**Promenade Elementary School 550 Hamilton Dr, Corona, CA 92879**

Total Building Enrollment: 653

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	653	\$6.00	\$4.80	\$3,134.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	653	\$6.00	\$4.80	\$3,134.40
Subtotal:						\$9,268.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,268.80

**Rosemary Kennedy ES 6411 Mitchell Ave, Riverside, CA 92505**

Total Building Enrollment: 451

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	451	\$6.00	\$4.80	\$2,164.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	451	\$6.00	\$4.80	\$2,164.80
Subtotal:						\$7,329.60
Shipping:						\$0.00
Tax:						\$0.00

School Subtotal: \$7,329.60

### Terrace Elementary School 6601 Rutland Ave, Riverside, CA 92503

Total Building Enrollment: 706

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	706	\$6.00	\$4.80	\$3,388.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	706	\$6.00	\$4.80	\$3,388.80
Subtotal:						\$9,777.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,777.60

### Twinhill Elementary School 11000 Campbell Ave, Riverside, CA 92505

Total Building Enrollment: 452

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	452	\$6.00	\$4.80	\$2,169.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	452	\$6.00	\$4.80	\$2,169.60
Subtotal:						\$7,339.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,339.20

### Valley View Elementary School 11750 Gramercy Pl, Riverside, CA 92505

Total Building Enrollment: 623

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	623	\$6.00	\$4.80	\$2,990.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	623	\$6.00	\$4.80	\$2,990.40
Subtotal:						\$8,980.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,980.80

### Villegas MS 3754 Harvill Ln, Riverside, CA 92503

Total Building Enrollment: 1395

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	1395	\$6.00	\$4.80	\$6,696.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	1395	\$6.00	\$4.80	\$6,696.00
Subtotal:						\$16,392.00
Shipping:						\$0.00

	Tax:	\$0.00
	School Subtotal:	\$16,392.00

### Wells MS 10000 Wells Ave, Riverside, CA 92503

Total Building Enrollment: 882

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Prof Dev On Site New User Package: Getting Good Data and Using Data to Plan Instruction (All sessions up to 6 hrs)	Multiple	19985.0	1	\$3,000.00	\$3,000.00	\$3,000.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	882	\$6.00	\$4.80	\$4,233.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	882	\$6.00	\$4.80	\$4,233.60
					Subtotal:	\$11,467.20
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$11,467.20

Total	
List Total:	\$295,456.00
Savings:	\$100,204.00
Merchandise Total:	\$195,252.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
<b>Total:</b>	<b>\$195,252.00</b>

### Special Notes

20% discount applied to i-Ready based on scope of quote. All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

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# Curriculum Associates®

## Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to [pdoperations@cainc.com](mailto:pdoperations@cainc.com).

# Curriculum Associates®

## Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** [orders@cainc.com](mailto:orders@cainc.com)
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**  
ATTN: CUSTOMER SERVICE DEPT.  
Curriculum Associates, LLC  
153 Rangeway Rd  
North Billerica, MA 01862-2013

Please visit [CurriculumAssociates.com](http://CurriculumAssociates.com) for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000.00 to \$4,999.99	10% of order
\$5,000.00 to \$99,999.99	8% of order
\$100,000.00 and more	6% of order

Please contact local CA Representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500 lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

## Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

## i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits. For more information about the return policy, please visit [CurriculumAssociates.com/support/shipping-and-returns](http://CurriculumAssociates.com/support/shipping-and-returns).

## **Exhibit B**

### **Curriculum Associates, LLC California Data Handling Statement**

**1. Purpose.**

Curriculum Associates takes the protection of our customers' data and information, particularly student data, very seriously. The purpose of this Data Handling Statement is to inform Curriculum Associates' customers about its current data security policies and practices, which are intended to safeguard this sensitive information. Curriculum Associates handles customer data in a manner consistent with applicable laws and regulations, including, without limitation, the Federal Family Educational Rights and Privacy Act (FERPA), the California Student Online Personal Information Protection Act (SOPIPA), and the California Consumer Privacy Act (CCPA).

**2. Scope.**

This policy covers the collection, use, and storage of data that is obtained through the use of Curriculum Associates' proprietary i-Ready® platform and related services provided by Curriculum Associates. The i-Ready® platform includes i-Ready® Assessment and Personalized Instruction, i-Ready Learning Games, i-Ready Standards Mastery, and i-Ready reports and reporting tools, and the e-book versions and digital components of Ready Classroom™ Mathematics which are collectively referred to in this policy as "i-Ready". Note that there are separate terms applicable only to Ready Classroom Teacher Toolbox, an educator-only facing product. These separate terms are described at the end of this privacy statement.

**3. Network Level Security Measures.**

Curriculum Associates' i-Ready systems and servers are hosted in a cloud environment. Our hosting provider implements network-level security measures in accordance with industry standards. In addition, Curriculum Associates manages its own controls of the network environment.

**4. Server-Level Security Measures.**

Access to production servers is limited to a small, identified group of operations engineers that are trained specifically for those responsibilities. The servers are configured to conduct daily updates for any security patches that are released and applicable. The servers have anti-virus, intrusion detection, configuration control, monitoring/alerting, and automated backups. In addition, we conduct regular vulnerability testing.

**5. Computer/Laptop/Device Security Measures.**

Curriculum Associates employs a full IT staff that manages and secures the corporate and employee systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus. Access to all Curriculum Associates computers and laptops is password-controlled. Curriculum Associates sets up teacher and administrator accounts for i-Ready so that they are also password-controlled.

**6. Encryption.**

i-Ready is only accessible via https and all public network traffic is encrypted with the latest encryption standards. Encryption of data at rest is implemented for all data stored in the i-Ready

system.

**7. Employee and Contractor Policies and Procedures.**

Curriculum Associates limits access to student and customer data to those employees who need to have such access in order to allow Curriculum Associates to provide quality products and services to its customers. Curriculum Associates requires all employees who have access to Curriculum Associates servers and systems to sign non-disclosure agreements. Curriculum Associates requires its employees and contractors who have access to student data to participate in annual training sessions on IT security policies and best practices. Any employee who ceases working with Curriculum Associates is reminded of his or her non-disclosure obligations at the time of departure, and network access is terminated at that time.

**8. Use of Student Data.**

Curriculum Associates only uses student data collected in connection with the use of i-Ready for the purpose of making i-Ready available to its customers and improving its content and effectiveness. Curriculum Associates only uses student-identifiable data to make i-Ready available to that particular student and to provide related reports and services to that student's school and school district and its teachers and administrators. Curriculum Associates collects and uses aggregated, de-identified student data to make i-Ready a more effective, adaptive product and for other internal research and development purposes. Curriculum Associates does not attempt to re-identify de-identified customer data.

**9. Student Privacy Pledge.**

To further demonstrate its commitment to protecting the privacy of student information, Curriculum Associates has taken the Student Privacy Pledge <https://studentprivacypledge.org/>. This means that, among other things, Curriculum Associates has pledged not to sell student information, not to engage in behaviorally targeted advertising, and to use collected data for authorized purposes only. Curriculum Associates only uses collected student data for the purposes described in the previous paragraph.

**10. Third Party Audits and Monitoring.**

In addition to internal monitoring and vulnerability assessments, Curriculum Associates contracts with a third party to conduct annual security audits, which includes penetration testing of the i-Ready application. Curriculum Associates reviews the third-party audit findings and will implement recommended security program changes and enhancements where practical and appropriate.

**11. Data Retention and Destruction.**

Student and teacher personal data is used only for the explicitly identified functions of the i-Ready application. Student and teacher personal data is de-identified before any testing or research activities may be conducted. Upon the written request of a customer, Curriculum Associates will remove all personally identifiable student and teacher data from its production systems at the end of a contract. In addition, Curriculum Associates reserves the right, in its sole discretion, to remove a particular customer's student data from its production servers a reasonable period of time after its relationship with the customer has ended, as demonstrated by the end of contract term or a significant period of inactivity in all customer accounts. Student data is removed from backups in accordance with Curriculum Associates' data retention practices. If Curriculum Associates is required to restore any materials from its backups, it will purge all student-



identifiable data not currently in use in the production systems from the restored backups. Student and teacher personal data will not be retained or available to the contractor upon completion of the contract unless a student, parent, or legal guardian of a student chooses to establish or maintain an electronic account with Curriculum Associates.

**12. Breach Notification.**

Curriculum Associates follows documented “Security Incident Management Procedures” when investigating any potential security incident. In the event of a data security breach, Curriculum Associates will notify impacted customers as promptly as possible, and in compliance with applicable law, that a breach has occurred, and will inform them (to the extent known) what data has been compromised. Curriculum Associates expects customers to notify individual teachers and parents of any such breach to the extent required.

**13. Data Collection and Handling Practices for Ready Classroom™ Mathematics Teacher Toolbox.**

Ready Classroom Mathematics Teacher Toolbox is a set of resources intended for use by educators. It is not a student-facing product, and therefore no student data is collected through the use of Ready Classroom Teacher Toolbox. When a teacher uses Ready Classroom Teacher Toolbox, our systems record which resources have been accessed by whom and the frequency of access. We use this information in accordance with our corporate Privacy Policy for product development purposes, to ensure that we are providing educators with resources that are useful to them. We do not sell this information or otherwise share it with any third parties, nor do we serve advertisements to educators based on this usage data. We do not use this data to create a profile about any of the educators that use our products. We simply use this data for internal purposes to make our product and service offerings better. We are a service provider (as defined in the CCPA) to the District and its educators. We do not retain, use, or disclose the personal information collected when using the Ready Classroom Teacher Toolbox for any other purpose other than providing the Ready Classroom Toolbox pursuant to our agreement with the District.

## **Exhibit C**

### **California Addendum to Customer Contract**

**WHEREAS**, the District and the Curriculum Associates entered into an agreement for technology services (the "Customer Agreement").

**WHEREAS**, the District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the California Consumer Privacy Act ("CCPA");

**WHEREAS**, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between District and a third-party Service Provider must include certain terms;

**WHEREAS**, the CCPA requires, in part that any agreement entered into, renewed or amended after January 1, 2020 between District and a Service Provider must include certain terms; and

**WHEREAS**, the District and Curriculum Associates desire to have the Customer Agreement and the services provided comply with AB 1584 and the CCPA.

**NOW, THEREFORE**, the Parties agree as follows:

1. The terms and conditions of the Customer Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Customer Agreement.
3. Pupil Records, as such term is defined in AB 1584, obtained by Curriculum Associates from District continue to be the property of and under the control of the District.
4. There will be no Pupil Generated Content (as defined in AB 1584) created pursuant to the Customer Agreement.
5. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting the pupil's teacher or school administrator, who will serve as a conduit between Curriculum Associates and District.
6. Curriculum Associates shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, as described in the Data Handling Policy attached to the Customer Agreement.
7. In the event of an unauthorized disclosure of a pupil's records, Curriculum Associates

shall coordinate with the District to report the breach to any affected parent, legal guardian, or eligible pupil as described in the Data Handling Policy.

8. Curriculum Associates shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Customer Agreement.
9. Curriculum Associates certifies that upon termination of the Customer Agreement, and upon written request from the District, Curriculum Associates will remove and destroy all pupil records in its possession.
10. District agrees to work with Curriculum Associates to ensure compliance with FERPA as described herein.
11. Curriculum Associates agrees that as a service provider (as defined in the CCPA) to District, Curriculum Associates shall not retain, use, or disclose the personal information of consumers (as defined in the CCPA) as provided by District for any purpose other than for the specific purpose of delivering the technology services pursuant to the Customer Agreement, unless required by applicable law, including retaining, using, or disclosing personal information for a commercial purpose other than providing the services to the District.
12. In order to comply with consumer “right to know,” access, or deletion requests, Curriculum Associates shall provide a response or permanently delete any personal information in accordance with the CCPA or other applicable privacy law within thirty (30) business days of receipt of such a verified request from District. Should Curriculum Associates receive a direct request from a consumer to exercise any rights under the CCPA, Curriculum Associates agrees to inform the consumer that the request should be made directly to the District, and to provide the consumer with contact information.