

Customer Agreement

This Customer Agreement (the “Agreement”) is entered into by and between the 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 June 15, 2021 (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 Educational Rights and 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 can be found at https://cdn.i-ready.com/instruction/content/system-check/iReady_Privacy_Policy.pdf. A current version of that policy is attached hereto for reference purposes 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 of this Agreement 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: Sherri Kemp
sherri.kemp@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.
Assistant Superintendent
Title: Educational Services

Curriculum Associates, LLC



Robert Waldron
Chief Executive Officer

Curriculum Associates®

Prepared For:

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

5/14/2021

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: 234542.16		Valid through: 12/31/2021
Product	List Price	Net Price
i-Ready	\$485,466.00	\$351,405.00
List Total:		\$485,466.00
Savings:		\$134,061.00
Shipping/Tax/Other:		\$0.00
Total:		\$351,405.00

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: 234542.16

Date: 5/14/2021

Valid through: 12/31/2021

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, Grade Range: 10 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
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:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Alvord Continuation HS 3606 Pierce St, Riverside, CA 92503

Total Building Enrollment: 129, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
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:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Arizona Middle School 11045 Arizona Ave, Riverside, CA 92503

Total Building Enrollment: 917, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 801-1200 Students 1 Year	Multiple	15005.0	1	\$26,800.00	\$24,120.00	\$24,120.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$24,120.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$24,120.00

Arlanza Elementary School 5891 Rutland Ave, Riverside, CA 92503

Total Building Enrollment: 493, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$17,750.00	\$15,975.00	\$15,975.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$15,975.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,975.00

Collett ES 10850 Collett Ave, Riverside, CA 92505

Total Building Enrollment: 564, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$20,910.00	\$18,819.00	\$18,819.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$18,819.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,819.00

Foothill Elementary School 8230 Wells Ave, Riverside, CA 92503

Total Building Enrollment: 556, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$20,910.00	\$18,819.00	\$18,819.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$18,819.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,819.00

Hillcrest High School 11800 Indiana Ave, Riverside, CA 92503

Total Building Enrollment: 1715, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
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:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

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

Total Building Enrollment: 546, Grade Range: PK - 5						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$20,910.00	\$18,819.00	\$18,819.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$18,819.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,819.00

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

Total Building Enrollment: 1605, Grade Range: 9 - 12						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
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:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

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

Total Building Enrollment: 721, Grade Range: K - 5						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$20,910.00	\$18,819.00	\$18,819.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$18,819.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,819.00

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

Total Building Enrollment: 997, Grade Range: 6 - 8						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 801-1200 Students 1 Year	Multiple	15005.0	1	\$26,800.00	\$24,120.00	\$24,120.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$24,120.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$24,120.00

McAuliffe Elementary School 4100 Golden Ave, Riverside, CA 92505

Total Building Enrollment: 688, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$20,910.00	\$18,819.00	\$18,819.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$18,819.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,819.00

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

Total Building Enrollment: 487, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$17,750.00	\$15,975.00	\$15,975.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$15,975.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,975.00

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

Total Building Enrollment: 2119, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
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:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Orrenmaa Elementary School 3350 Fillmore St, Riverside, CA 92503

Total Building Enrollment: 564, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$20,910.00	\$18,819.00	\$18,819.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$18,819.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,819.00

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

Total Building Enrollment: 675, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$20,910.00	\$18,819.00	\$18,819.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$18,819.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,819.00

Promenade Elementary School 550 Hamilton Dr, Corona, CA 92879

Total Building Enrollment: 653, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$20,910.00	\$18,819.00	\$18,819.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$18,819.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,819.00

Rosemary Kennedy ES 6411 Mitchell Ave, Riverside, CA 92505

Total Building Enrollment: 451, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$17,750.00	\$15,975.00	\$15,975.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$15,975.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,975.00

Terrace Elementary School 6601 Rutland Ave, Riverside, CA 92503

Total Building Enrollment: 706, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$20,910.00	\$18,819.00	\$18,819.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$18,819.00

Shipping:	\$0.00
Tax:	\$0.00
School Subtotal:	\$18,819.00

Twinhill Elementary School 11000 Campbell Ave, Riverside, CA 92505

Total Building Enrollment: 452, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	\$17,750.00	\$15,975.00	\$15,975.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$15,975.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,975.00

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

Total Building Enrollment: 623, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	Multiple	15004.0	1	\$20,910.00	\$18,819.00	\$18,819.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$18,819.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$18,819.00

Villegas MS 3754 Harvill Ln, Riverside, CA 92503

Total Building Enrollment: 1395, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 1201 or more Students 1 Year	Multiple	15006.0	1	\$29,950.00	\$26,955.00	\$26,955.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$26,955.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$26,955.00

Wells MS 10000 Wells Ave, Riverside, CA 92503

Total Building Enrollment: 882, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 801-1200 Students 1 Year	Multiple	15005.0	1	\$26,800.00	\$24,120.00	\$24,120.00

i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$24,120.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$24,120.00

Total		
	List Total:	\$485,466.00
	Savings:	\$134,061.00
	Merchandise Total:	\$351,405.00
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	Total:	\$351,405.00

Special Notes
10% 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

Y23

Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit 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.

Please attach quote to all signed purchase orders.

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 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	8% of order
\$100,000 and more	6% of order

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

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

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBUS6S
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

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.

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 within 12 months of purchase. 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®, Toolbox®, 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 or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

Exhibit B

Data Handling and Privacy Statement

Last Updated: October 12, 2020

Purpose. Curriculum Associates (“CA”) takes the protection of our customers’ data and information, particularly student data, very seriously. The purpose of this Data Handling and Privacy Statement is to inform our customers about our current data security policies and practices, which are intended to safeguard this sensitive information. CA 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), the Children’s Online Privacy Protection Act (COPPA), the California Consumer Privacy Act, and other state student data privacy protection laws.

Scope. This policy covers the collection, use, and storage of data that is obtained through the use of the products and related services accessible through the use of CA’s proprietary i-Ready® platform, i-Ready Connect™. These include i-Ready® Assessment, i-Ready Learning, i-Ready Learning Games, i-Ready Standards Mastery, i-Ready reports and reporting tools, and the e-book versions and digital components of Ready Classroom™ Mathematics. All of these products and services are collectively referred to in this policy as “i-Ready.” Note that there are separate terms applicable only to Ready Teacher Toolbox, an educator-only facing product. These separate terms are described at the end of this privacy statement.

Student Data Obtained and Collected.

CA receives certain information, which we receive pursuant to the school official exception under FERPA, from its school district customers to enable students to use i-Ready. The following information is generally provided to CA for each student user of i-Ready:

- student first and last name;
- date of birth;
- gender;
- ethnicity or race;
- student identification number;
- student school or class enrollment;
- student grade level;
- teacher name;
- English language learner status, and;
- eligibility for free- or reduced-price lunch.

Note that some of these data fields (such as ethnicity or race, ELL status, eligibility for free or reduced-price lunch) are not required for the use of i-Ready. However, where districts would like reporting capabilities based on these categories, they may choose to provide this information to CA.

Data We Do Not Collect.

CA never obtains or collects the following categories of information through the use of i-Ready:

- user biometric or health data;
- user geolocation data;

- student email addresses or social media profile information; or
- student mailing addresses or phone numbers, or other such “directory” information.

Usage Data.

When students use i-Ready, certain assessment results and usage metrics are also created. These results and usage metrics are used by CA as described below. While teachers and school administrators are able to access student information and related i-Ready usage data, this information is not made available to other students or the public.

How We Use Student Data. CA only uses student data for education-related purposes and to improve teaching and learning, as described in more detail here. We receive this data under the “school official” exception under FERPA:

- **For Services.** CA only uses student-identifiable data provided by schools and/or school districts 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 educators and administrators. CA uses student data collected from the use of i-Ready for the purpose of making i-Ready available to its customers and for improving its content and effectiveness.
- **For Reporting.** CA provides reporting capabilities to its educator customers, and these reports are generated based on i-Ready usage information.
- **For Account Support.** Customers’ usage data may also be used on an aggregated basis to allow CA’s account management, customer service and tech support teams to provide services that meet the specific needs of our educator customers.
- **Treatment as PII.** CA treats all student-identifiable data, and any combination of that data, as personally-identifiable information, and that data is stored securely as described more fully below.
- **No Solicitation of Students.** CA receives education records from our school district customers to enable students and teachers to use i-Ready. CA does not solicit personally identifiable information directly from students—all student information is provided by school district customers or created through the use of the i-Ready platform. Because i-Ready is only used in the context of school-directed learning, schools are not required to obtain parental consent under COPPA to provide us with this data, although many customers choose to do so to comply with state or local requirements.
- **No Ownership.** CA does not obtain any ownership interest in student-identifiable data.

How We Use De-Identified Data.

- CA collects and uses “de-identified student data”, which refers to data generated from 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.
- CA uses this aggregated, de-identified student data for core product functionality to make i-Ready a more effective, adaptive product.
- CA uses de-identified data to provide services to our educator customers. We sometimes use third party software tools (such as Salesforce or Domo) to enhance the level of service we provide. However, we only use de-identified data with these tools.
- CA also uses de-identified student data for research and development purposes. This might

include research analyzing the efficacy of i-Ready or development efforts related to our product and service offerings. We also conduct research using de-identified data for studies focused on improving educational systems and student outcomes more generally.

- While some of this research work is done internally, CA does share de-identified student data with trusted third-party research partners as part of these research initiatives.
- CA does not attempt to re-identify de-identified student data and takes reasonable measures to protect against the re-identification of its de-identified student data.
- Our research partners are prohibited from attempting to re-identify de-identified student data.
- CA does not sell student identifiable data or aggregated de-identified student data to third parties.

No Targeted Advertisements or Marketing.

- CA does not include advertisements or marketing messages within i-Ready nor does it use student data for targeted advertising or marketing.
- No student data collected in connection with i-Ready usage is shared with third parties for any advertising, marketing, or tracking purposes.

No User Interactions.

- There are no social interactions between users in i-Ready, and a given user's account is not accessible to other student users or third parties. Thus there is no opportunity for cyberbullying within i-Ready.
- There is no ability for users to upload user content created outside of i-Ready. Other than responses to questions or instructional prompts, students cannot create content within i-Ready
- i-Ready user information does not involve the creation of a profile, and cannot be shared for social purposes.

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

How We Use Educator Data. CA also collects the following information about educators that use the i-Ready platform: name, school or district affiliation, grade level teaching, and email address. CA uses this information for account registration and maintenance purposes. CA also records when educator account logins are created, and when educators log in and out of the i-Ready platform. CA utilizes a third-party service provider to host professional-development content for educators in a learning-management system (LMS). For any educator who utilizes that content, CA and/or the educator will provide certain i-Ready account information to its third-party service provider, and this information will be used to communicate with educators and district-level administrators more effectively about their specific implementation and to better understand how educators use the i-Ready and LMS platforms.

Data Storage Location.

- i-Ready is a cloud-based application.

- Our servers are located in Tier 1 data centers located in the United States.
- We do not store any student data outside of the US.

Network-Level Security Measures.

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

Server-Level Security Measures.

- Access to production servers is limited to a small, identified group of operations engineers who 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 protection, intrusion detection, configuration control, monitoring/alerting, and automated backups.
- Curriculum Associates conducts regular vulnerability testing.

Computer/Laptop/Device Security Measures. Curriculum Associates employs a full IT staff that manages and secures its corporate and employee IT systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus protection. Access to all CA computers and laptops is password-controlled. CA sets up teacher and administrator accounts for i-Ready so that they are also password-controlled. We support customers that use single sign on (SSO) technology for accessing i-Ready.

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.

Employee and Contractor Policies and Procedures. CA limits access to student- identifiable data and customer data to those employees who need to have such access in order to allow CA to provide quality products and services to its customers. CA requires all employees who have access to CA servers and systems to sign confidentiality agreements. CA 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 at CA is reminded of his or her confidentiality obligations at the time of departure, and network access is terminated at that time.

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 implements recommended security program changes and enhancements where practical and appropriate.

Data Retention and Destruction. Student and teacher personal data is used only in the production systems and 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 educator data from its production systems when CA will no longer be providing access to i-Ready to that customer. In addition, CA 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 CA's data retention practices. If CA 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.

Correction and Removal of Student Data.

- Parents of students who use i-Ready may request correction or removal of their child's personally identifiable data from i-Ready by contacting their child's teacher or school administrator. The teacher or school administrator can then verify the identity of the requesting party and notify CA of the request.
- CA will promptly comply with valid requests for correction or removal of student data; however, removal of student personally identifiable data will limit that student's ability to use i-Ready.

Breach Notification.

CA follows documented "Security Incident Management Procedures" when investigating any potential security incident. In the event of a data security breach, CA will notify impacted customers as promptly as possible that a breach has occurred, and will inform them (to the extent known) what data has been compromised. CA expects customers to notify individual teachers and parents of any such breach to the extent required, but will provide customers reasonably requested assistance with such notifications and will also reimburse customers for the reasonable costs associated with legally required breach notices.

Data Collection and Handling Practices for All Teacher Toolboxes

The Teacher Toolbox for Ready Classroom Mathematics, Ready Mathematics, Ready Reading, and Ready Writing provides a set of digital resources intended for use by educators. It is not a student-facing product, and therefore no student data is collected through the use of any Teacher Toolboxes. CA collects the following information about educators who use a Teacher Toolbox: name, school or district affiliation, grade level teaching, and email address. CA uses this information for account registration and maintenance purposes. CA also records when educator account logins are created, and when educators log in and out of Teacher Toolbox. When a teacher uses a Teacher Toolbox, our systems record which resources have been accessed by whom and the frequency of access. We use this information for product development purposes, to ensure that we are providing educators with resources that are useful to them. Our account management, customer service and tech support teams also use this information to provide more specifically tailored support to our educator customers. Upon request, we may also provide this information to school or district level administrators to help them better understand how our Toolbox resources are used by educators in their school or district. We also use this information to communicate with educators more effectively about their specific implementation. 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 who use our products to provide to anyone outside of CA. We simply use

this collected data for internal purposes to make our product and service offerings better.

If you have any questions about our data handling practices or this privacy policy, you may contact us at privacy@cainc.com.

California and Nevada Residents: Visit https://cdn.i-ready.com/instruction/content/system-check/iReady_Privacy_Policy_CCPA_Addendum.pdf for additional rights applicable to you effective as of January 1, 2020.

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 of 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.