

Curriculum Associates®

Prepared For:
Melissa Dunn
A M Yealey ES
10 Yealey Dr,
Florence, KY 41042

8/4/2020

Dear Melissa Dunn,

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: 221028.1		Valid through: 12/31/2020
Product	List Price	Net Price
i-Ready	\$0.00	\$0.00
Professional Development	\$6,000.00	\$4,500.00
List Total:		\$6,000.00
Savings:		\$1,500.00
Shipping/Tax/Other:		\$0.00
Total:		\$4,500.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Mary Katherine Pope
(859) 455-6818
mkpope@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®



i-Ready® Diagnostic & Instruction Pilot Agreement

Welcome to our i-Ready Diagnostic & Instruction Pilot program. Curriculum Associates, LLC authorizes a complimentary pilot evaluation of i-Ready Diagnostic & Instruction.

What we need from you BEFORE the Pilot begins:

1. This Pilot Agreement, completed, signed, and returned to Curriculum Associates.
2. An estimate of who will be participating in the pilot:
 - a. Approximately how many students will participate in the pilot? 550
 - b. Approximately how many teachers do you think will participate in the pilot? 40
 - c. Which grade levels will participate in the pilot? K - 5
3. A discussion between Curriculum Associates' technical team and your technical team to ensure your technical readiness for implementing i-Ready.
4. A meeting between Curriculum Associates' team and your team to review the goals of the pilot, desired outcomes, Professional Development and next steps.

What we need from you AFTER the Pilot ends:

1. A meeting with pilot participants and Curriculum Associates staff to review your pilot.

Please fill out the information and return this form to your local sales representative.

Signature (required) _____

Your Name (required) _____

Email address (required) _____

PRIMARY i-READY CONTACT: *Person who will be day-to-day contact for i-Ready pilot.*

First and Last Name (required): Donna Logan

Title (required): Teacher

Main Phone Number (required): 859-282-3333

Cell Phone Number (optional):

Email Address (required): donna.logan@boone.kyschools.us

i-Ready Professional Development

Your local representative will work with you to discuss i-Ready Professional Development. Please provide three potential dates to schedule a Getting Started with i-Ready workshop.

Preferred Date: TBD

Start Time:

Alternate Date:

Start Time:

Alternate Date:

Start Time:



Diagnostic Testing Windows

Please provide a date for each assessment period. This will allow the i-Ready team to better service your account.

Diagnostic One: TBD

Diagnostic Two:

Contact Information

PRIMARY i-READY EVALUATOR: *Person who will ultimately lead i-Ready evaluation to determine future implementation.*

First and Last Name (required): Renee Turner

Title (required): Principal

Main Phone Number (required): 859-282-3333

Cell Phone Number (optional):

Email Address (required): renee.turner@boone.kyschools.us

PRIMARY IT/LAB CONTACT: *Person who is familiar with the school or district use of i-Ready and can coordinate network testing or do the testing themselves.*

First and Last Name (required): Erica Ashcraft

Title (required): Instructional Coach

Main Phone Number (required): 859-282-3333

Cell Phone Number (optional):

Email Address (required): erica.ashcraft@boone.kyschools.us

Technical Success Checklist: Prerequisite for all i-Ready implementations

Technical Success Guide to i-Ready

Before beginning your i-Ready Pilot, we strongly recommend reading our success guide which reviews some of the common areas of discussion our tech team has with customers.

<http://www.i-ready.com/technicalfaq>

Check that your IT team has reviewed this document



Network Infrastructure Implementation Checklist (NIIC)

The purpose of the NIIC is to allow i-Ready to get a glimpse of the infrastructure of your district/school. Based on the information provided, we may be able to provide a recommendation or point out something that may impact your i-Ready experience. It can also act as a guide when troubleshooting an issue as well.

<http://www.i-ready.com/niic>

Check that your IT team has completed and sent the document back to Curriculum Associates



i-Ready Software Configuration Check

Before beginning your i-Ready Pilot, we recommend that you test your computers to check that they are running the required software by opening the Web page link below *in the browser(s) that will be used for i-Ready at your site*. This utility checks several settings to make sure the required software for i-Ready is installed and configured correctly.

<http://content.i-ready.com/client/systemcheck>

Check that your IT team has run the system check and sent the results back to Curriculum Associates



i-Ready System Requirements

We also recommend that your **Technical Support Personnel** review our complete i-Ready System Requirements documentation to ensure that your school/district network settings and bandwidth meet the minimum requirements for using i-Ready at your site.

<http://www.i-ready.com/support/i-ReadySystemRequirements.pdf>

Check that your IT team has reviewed this document



Conversation with Sales Engineering Team

For all pilots that are greater than 100 students and/or are spread over 3 or more locations, the Sales Engineering team will contact the Primary IT/Lab Contact to have a discussion (onsite or via phone) to ensure readiness.

Does this meet this criteria?



Curriculum Associates

Customer Pilot Agreement

This Customer Pilot Agreement (the "Agreement") is entered into by and between A M Yealey Elementary School (the "School"), with offices at 10 Yealey Drive, Florence, KY 41042, 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 August 12, 2020 (the "Effective Date").

1. **License.** Curriculum Associates hereby grants the School a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading (the "Product") during the Pilot Period (as defined in Section 2 below) solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement.
2. **Pilot Period.** This Agreement shall take effect on the Effective Date and shall remain in effect until June 30, 2021 (the "Pilot Period"), *provided*, however that if the School elects to purchase and pay license fees for the Product after the end of the Pilot Period, the Pilot Period shall automatically extend and remain in effect until the School no longer has a validly purchased license to use the Product. However, the Pilot Period may be earlier terminated in accordance with Section 10 hereof.
3. **Pricing and Payment.** Pricing for the Product and Services (defined in Section 8 below) is described in the Price Quote attached as Exhibit A. Should the School elect to purchase and pay license fees for the Product at the end of the Pilot Period, subsequent Price Quotes covering such purchases shall be considered part of this Agreement. The School will provide Curriculum Associates with a valid purchase order within 10 days of signing this Agreement for the amount set forth on Exhibit A, and may provide Curriculum Associates with additional purchase orders should it elect to purchase licenses for the Product after the end of the Pilot Period. Curriculum Associates will invoice School based on each purchase order, and School will provide payment to Curriculum Associates within thirty (30) days of receipt of each invoice.
4. **Copyright and Proprietary Rights.** The Product and the content contained therein 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 Product and in the software, text, graphics, design elements, audio, music and all other materials contained in i-Ready® are reserved by Curriculum Associates and its licensors. The School may not use the Product in any manner that infringes the proprietary rights of any person or entity.
5. **Data Ownership and Security.** In connection with the School's use of the Product, the School will be asked to provide Curriculum Associates with data about the School's students. The School represents and warrants that the School has the right to provide Curriculum Associates with all of the data the School inputs into the Product. As the School's students use the Product, data will be generated about students' usage, performance and progress. Both the information the School inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data." The School shall own all right, title and interest in and to the Customer Data. However, the School hereby grants Curriculum Associates: (a) a limited, royalty-free license during the Pilot Period to use the Customer Data to host and make access to the Product available to the School 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 School upon the School'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 School. 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

6. **Access to the Product.** The School's authorized users will need valid usernames and passwords to access the Product. The School is responsible for the integrity and security of these usernames and passwords. The School will advise Curriculum Associates immediately if any of the School's usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Product available to the School twenty four (24) hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the School 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.
7. **Limitations of Use.** The School 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 Product; (b) modify, copy, translate or create derivative works based on the Product or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Product; (d) use the Product for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the School's organization; or (e) remove any proprietary notices from the Product.

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

The School must use the Product 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.

8. **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.
9. **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 SCHOOL'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 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 SCHOOL EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE SCHOOL TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT.

10. **Termination.** Curriculum Associates reserves the right to terminate this Agreement at any time during the Pilot Period if the School does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement, effective immediately upon written notice, for non- payment by the School.
11. **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
jbradford@cainc.com

A M Yealey Elementary School
10 Yealey Drive
Florence, KY 41042
Attention: Melissa Dunn
melissa.dunn@boone.kyschools.us

Notices may be provided by electronic mail.

12. **Choice of Law andJurisdiction.** This Agreement and all of the rights and obligations of the parties shall be governed by the Laws and Courts of the State of Kentucky. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction in the State of Kentucky.
13. **Entire Agreement.** This document and all exhibits, attachments and subsequent Price Quotes and School 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 Pilot Agreement.

A M Yealey Elementary School

Name: _____

Title: _____

Curriculum Associates, LLC



Name: Robert Waldron

Title: Chief Executive Officer