

Curriculum Associates®

Prepared For:

Leisa Reed
Florence ES
103 Center St,
Florence, KY 41042

6/8/2021

Dear Leisa Reed,

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: 238612.3		Valid through: 12/31/2021
Product	List Price	Net Price
i-Ready	\$10,800.00	\$9,300.00
Professional Development	\$1,500.00	\$1,500.00
List Total:		\$12,300.00
Savings:		\$1,500.00
Shipping/Tax/Other:		\$0.00
Total:		\$10,800.00

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®

Quote ID: 238612.3

Date: 6/8/2021

Valid through: 12/31/2021

Prepared For:

Leisa Reed
Florence ES
103 Center St,
Florence, KY 41042
leisa.reed@boone.kyschools.us

Your Representative:

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

i-Ready						
Product Name	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Per Student License 1 Year	13087.0	155	\$30.00	\$30.00	\$4,650.00	
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	27939.0	1	\$1,500.00	\$0.00	\$0.00	
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	13089.0	155	\$30.00	\$30.00	\$4,650.00	
i-Ready Subtotal:					\$9,300.00	

Professional Development						
Product Name	Item #	Qty	List Price	Net Price	Total	
Professional Development i-Ready Assessment and Personalized Instruction New User Package - Getting Started Webinar, Leadership Best Practices I Webinar, and Checking in Webinar (Year 1 Minimum)	30062.0	1	\$1,500.00	\$1,500.00	\$1,500.00	
Professional Development Subtotal:					\$1,500.00	

Total		
List Total:	\$12,300.00	
Savings:	\$1,500.00	
Merchandise Total:	\$10,800.00	
Voucher/Credit:	\$0.00	
Estimated Tax:	\$0.00	
Estimated Shipping:	\$0.00	
Total:	\$10,800.00	

Special Notes	

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.

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): WFBUS65
- 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.



Curriculum Associates

i-Ready® Platform 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’ 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.

Curriculum Associates

Last updated November 12, 2020

i-Ready Connect™, Ready Classroom™, and Teacher Toolbox Digital Products Terms and Conditions of Use

These Terms and Conditions of Use (the "TOU") apply to the digital product offerings of Curriculum Associates, LLC ("CA") including i-Ready® Assessment, i-Ready Learning™, i-Ready® Learning Games, i-Ready reports and reporting tools, the Teacher Toolbox offerings (collectively "Teacher Toolbox"), and the e-book versions and digital components of Ready Classroom Mathematics. These offerings are referred to in these terms of use as the "Digital Products." These terms apply to all of the Digital Products except where CA has noted otherwise. By using your login to access the system, you agree, on behalf of your organization, to abide by these TOU. All references to "You" or "you" in these TOU refer to your organization, which has licensed access to i-Ready Connect™, Ready Classroom Mathematics, and/ or Teacher Toolbox from CA. All authorized users within your organization are expected to comply with these TOU.

For additional terms of use that specifically apply to your use of Ready Classroom Mathematics, please see the Special Terms for Ready Classroom Mathematics sections below. For additional terms of use that specifically apply to your use of Teacher Toolbox, please see the "Special Terms for Teacher Toolbox" section below.

Copyright and Proprietary Rights

The Digital Products and the content contained therein are the sole property of CA and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Digital Products and in the software, text, graphics, design elements, audio, music, and all other materials contained in the Digital Products are reserved by CA and its licensors. You may not use the Digital Products in any manner that infringes the proprietary rights of any person or entity.

Data Collection, Ownership, and Security

In connection with your use of the Digital Products, you will be asked to provide CA with data about your students. You represent and warrant that you have the right to provide CA with all of the data you input into the Digital Products. As your students use the Digital Products, data will be generated about your students' usage, performance, and progress. Both the information you input and the data generated by your students' usage will be referred to in these TOU as "Customer Data." You shall own all right, title, and interest in and to the Customer Data. However, you hereby grant CA a worldwide, royalty-free license to use the Customer Data during the term of your agreement with CA to host and make access to the Digital Products available to you. You also grant CA a worldwide, royalty-free, perpetual license to use the Customer Data in de-identified format only for product development, research, and other purposes. Furthermore, CA agrees not to attempt to re-identify de-identified Customer Data and not to transfer de-identified Customer Data to any third party unless such party agrees not to attempt re-identification.

CA takes the protection of Customer Data, particularly personally identifiable Customer Data, very seriously. CA will not reveal student names, identifiers, or individual assessment results to any third parties. CA will not use any Customer Data to advertise or market to students or parents. For a full description of CA's data handling policies and procedures, please review Curriculum Associates' Data Handling Policy and Privacy Statement by clicking here: https://cdn.i-ready.com/instruction/content/system-check/iReady_Privacy_Policy.pdf.

Access to the Digital Products

The Digital Products are intended to be accessed only by authorized users affiliated with your organization. Your

authorized users will need valid usernames and passwords to access the Digital Products. Unless there is a third party data sharing agreement in place that has been approved by CA, you may not give administrator login credentials to anyone outside of your organization, although you may provide login information to a purchasing entity affiliated with your organization. You are responsible for the integrity and security of your usernames and passwords. Please advise CA immediately if any of your usernames and/or passwords have been compromised.

CA will use commercially reasonable efforts to make the Digital Products available to you 24 hours a day, except for: (a) planned downtime, of which CA will give you reasonable notice where possible, and which CA 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 CA's 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.

Limitations on Use

You shall not, nor permit any of your 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 your organization; or (e) remove any proprietary notices from the Digital Products.

Except as described below, you may not reproduce, upload, post, transmit, download, or distribute any part of the Digital Products or information accessed at other sites through links made from i-Ready, Ready Classroom Mathematics, or Teacher Toolbox, other than printing out or downloading portions of the text and images for use in connection with the work of your organization. If you leave i-Ready Connect™ via a link to a third-party site, CA is in no way responsible for that third-party site, and your use of that third-party site will be governed by that site's terms of use, not these TOU.

You 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.

Limitation of Warranties and Liability; Indemnity

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

IN NO EVENT SHALL CA 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 CA TO YOU EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY YOU TO CA FOR ACCESS TO THE DIGITAL PRODUCTS.

You shall indemnify, defend, and hold harmless CA and its licensors against any claim brought against CA and/or its licensors by a third party that arises from your use of the Digital Products, except to the extent that you are prohibited by law from providing such an indemnification, and provided that CA: (a) promptly gives you written notice of the claim; (b) gives you sole control of the defense and settlement of the claim; and (c) provides you with reasonable assistance, at your expense, with respect to the defense of such claim.

Choice of Law and Jurisdiction:

These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of the Digital Products or these TOU.

Special Terms for Ready Classroom Mathematics Editable Materials

For users of Ready Classroom Mathematics, we provide editable versions of select resources ("RCM Editable Materials") through Ready Classroom Mathematics Teacher Toolbox. For these RCM Editable Materials, the TOU described above still apply, except that printing, copying, and editing the RCM Editable Materials is permitted. However, you must not remove any copyright notices from the RCM Editable Materials. Curriculum Associates is not responsible for any alterations you make to the RCM Editable Materials, and Curriculum Associates makes no guarantee that the RCM Editable Materials will be of the same high quality or will accurately convey the mathematics concepts found in Ready Classroom Mathematics once they have been edited.

Special Terms for Ready Classroom Mathematics Thin Common Cartridge® Customers

For users of Ready Classroom Mathematics, we make select content from that program available for your licensed teachers and students as Thin Common Cartridge® ("Thin CC") for use in compliant Learning Management Systems ("LMS"). For this Thin CC content, all of the above-listed TOU apply, except that uploading/distributing the Thin CC files required to enable Thin CC content in your LMS is permitted.

Common Cartridge® is a registered trademark of the IMS Global Learning Consortium, Inc. (www.imsglobal.org).

Special Terms for Teacher Toolbox

These usage terms for Teacher Toolbox are designed to ensure that your students get the most out of the resources inside your Teacher Toolbox while preserving the rigor and integrity of the materials for your students and others.

Because the teacher materials inside Teacher Toolbox include assessments and answers to assignments, we kindly ask that you do not post or share teacher-facing materials from the Teacher Toolbox. Posting answer keys and teacher-facing materials enables students—both in your district and in other districts—to access answers to their assignments and miss out on valuable learning experiences. While our Terms of Use do allow you to post student-facing materials on a password-protected learning management system (LMS), posting of teacher-facing materials is prohibited.

Teacher Toolbox is intended for use by teachers and school administrators only. The PDF files within Teacher Toolbox contain content that is included in CA's proprietary Ready Classroom and Ready curriculum materials. These PDFs are provided to you on a limited permission basis. Educators and administrators from schools or districts that have purchased licenses to Teacher Toolbox may download PDFs to their computer for their own reference and may post PDFs of student materials to any of the password-protected learning management systems listed below, as long as such LMS can only be accessed by individuals associated with your school or district with a valid username and password. If you post Toolbox materials or content that includes or is based upon Toolbox materials in an LMS that permits content sharing, you must restrict content sharing and usage to licensed users of Teacher Toolbox. *Please note that it is a violation of these Terms of Use to save files in a manner that overrides any security settings.*

Approved LMS platforms:

- Blackboard
- Brightspace
- Buzz by Agilix
- Canvas by Instructure

- Edmodo
- Google Classroom
- ITS Learning
- Microsoft Suite for Education
- Moodle
- Nearpod
- PowerSchool
- Sakai
- Seesaw
- Schoology

An approved LMS platform means that the platform meets Curriculum Associates' security-related requirements to permit the posting of Toolbox materials in it. Curriculum Associates has no affiliation with any of these platforms and does not endorse any particular LMS. Curriculum Associates offers no assurance that our suite of products will function properly when accessed via any approved LMS platform. If you experience any issues using an approved LMS platform then you should contact the organization that manages that particular LMS.

If you would like to upload student-facing Teacher Toolbox materials to an LMS not listed here, please contact your Account Manager.

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