

JEFFERSON COUNTY PUBLIC SCHOOLS

CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Curriculum Associates LLC (hereinafter "Contractor"), with its principal place of business at 153 Rangeway Road, North Billerica, MA 01862.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the applicable sections of the Board's Procurement Regulations currently in effect and available at <https://www.jefferson.kyschools.us/sites/default/files/modelprocurement.pdf> (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide i-Ready, i-Ready Classroom Mathematics, Teacher Toolbox, Ready and Magnetic Reading to various schools under this Contract, for the grade levels and quantities set forth on one or more accepted price quotes. Such license shall be further detailed in price quotes provided by Contractor to participating schools within Jefferson County Public Schools and any accepted price quotes shall be incorporated into his Contract by reference, including Exhibit A attached hereto. Purchase orders for licenses detailed in Contractor's price quotes shall be entered by each participating school. Any such purchases by participating schools shall be made at contractor's then-current pricing.

ARTICLE III

Compensation

The Board shall pay Contractor the total amount identified in one or more accepted price quotes, which in total shall not exceed the contract amount identified below without mutual agreement of the parties (hereinafter "Contract Amount"). Contractor's digital products are subscription-based, billed annually in advance, and its print products are invoiced upon shipment. Contractor requests that the payment schedule be in line with its customary practices whereby the Board shall provide Contractor with a valid purchase order, Contractor shall issue an invoice based on such purchase order, and Board shall provide payment to Contractor within thirty (30) days of receipt of full invoice. The fees stated in an accepted price quote under this Contract includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	Contract amount shall not exceed \$500,000.00
Progress Payments (if not applicable, insert N/A):	Each participating school will submit a purchase order for license(s) to be purchased and license(s) will be paid for by each school within thirty (30) days of receipt of invoice.
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Various School Budgets

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on June 29, 2022 and shall complete the Services no later than June 28, 2023, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below. For the purposes of this Contract, "subcontractors" shall not include Contractor's cloud hosting provider, and vendors used in the ordinary course of business who perform technology and software development and maintenance services under Contractor's supervision on Contractor's internal systems.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services, except for computer devices, which shall be supplied by the Board.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for

the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all third-party claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all third-party claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish or has furnished certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the

specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board shall receive a pro-rata refund from the Contractor, who is the sole source provider of the Services. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature produced exclusively for the Board (hereinafter "Works". Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board. For the avoidance of doubt, the Board acknowledges and agrees that Contractor's proprietary software solutions and related training materials, and all intellectual property rights therein, are owned solely and exclusively by Contractor and, except for the licenses granted explicitly herein, nothing in this Contract shall grant the Board any right, title, and interest in or to the software solutions or related services or materials.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any third-party individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services, subject to Contractor's confidentiality obligations to its other customers. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of June 29, 2022.

Contractor's Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF
EDUCATION

Curriculum Associates, LLC
CONTRACTOR

By: _____

By: Robert Waldron

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Robert Waldron
Chief Executive Officer

Cabinet Member: Dr. Kermit Belcher

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Education Specialist: Software License

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Robert Moore

Print name of person making Determination

Robert J. Moore

Signature of person making Determination

Curriculum Associates, LLC

Name of Contractor (Contractor Signature Not Required)

Chief of Schools

School or Department

5/5/22

Date

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 04/2020

Curriculum Associates®

Prepared For:

Patty Dermody
Crums Lane Elementary School
3212 S Crums Ln,
Louisville, KY 40216

RCL, IRY, TBX, PD, Magnetic Quote

3/29/2022

Dear Patty Dermody,

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

Quote ID: 259854.16 Valid through: 12/31/2022

Product	List Price	Net Price
i-Ready Classroom	\$57,690.00	\$24,174.00
i-Ready	\$18,550.00	\$18,550.00
Magnetic Reading	\$20,205.00	\$17,174.25
Ready	\$210.00	\$0.00
Toolbox	\$10,350.00	\$8,797.50
Professional Development	\$5,750.00	\$5,250.00
Phonics for Reading	\$5,662.35	\$5,662.35
i-Ready Partners Services	\$1,500.00	\$0.00
<i>i-Ready Partners Services Includes:</i> <ul style="list-style-type: none"> <u>Initial Implementation Services:</u> Provisioning, Initial Rostering, Hosting, Technology Assessment <u>Account Management:</u> Account Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management <u>Staff Development Consultation and Resources:</u> Consultative services to help you plan and make the most of Professional Development sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources <u>Technical Support:</u> Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support 		
List Total:		\$119,917.35
Savings:		\$40,309.25
Shipping/Tax/Other:		\$1,551.54
Total:		\$81,159.64

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: 259854.16 Date: 3/29/2022 Valid through: 12/31/2022

Prepared For:

Patty Dermody
Crums Lane Elementary School
3212 S Crums Ln,
Louisville, KY 40216
patricia.dermody@jefferson.kyschools.us
.4412205

Your Representative:

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

RCL, IRY, TBX, PD, Magnetic Quote

i-Ready Classroom

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Classroom Common Core Math Teacher Guide with Digital Access Grade 1 (3 Years)	25424.0	6	\$975.00	\$0.00	\$0.00
i-Ready Classroom Math Student Worktext with Digital Access Grade 1 (3 Years)	25403.0	75	\$72.00	\$61.20	\$4,590.00
i-Ready Classroom Common Core Math Teacher Guide with Digital Access Grade 2 (3 Years)	25522.0	6	\$975.00	\$0.00	\$0.00
i-Ready Classroom Math Student Worktext with Digital Access Grade 2 (3 Years)	25459.0	75	\$72.00	\$61.20	\$4,590.00
i-Ready Classroom Common Core Math Teacher Guide with Digital Access Grade 3 (3 Years)	25655.0	6	\$975.00	\$0.00	\$0.00
i-Ready Classroom Math Student Worktext with Digital Access Grade 3 (3 Years)	25571.0	75	\$72.00	\$61.20	\$4,590.00
i-Ready Classroom Common Core Math Teacher Guide with Digital Access Grade 4 (3 Years)	25795.0	6	\$975.00	\$0.00	\$0.00
i-Ready Classroom Math Student Worktext with Digital Access Grade 4 (3 Years)	25711.0	95	\$72.00	\$61.20	\$5,814.00
i-Ready Classroom Common Core Math Teacher Guide with Digital Access Grade 5 (3 Years)	25935.0	6	\$975.00	\$0.00	\$0.00
i-Ready Classroom Math Student Worktext with Digital Access Grade 5 (3 Years)	25851.0	75	\$72.00	\$61.20	\$4,590.00
i-Ready Classroom Subtotal:					\$24,174.00

i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	15003.0	1	\$18,550.00	\$18,550.00	\$18,550.00
i-Ready Subtotal:					\$18,550.00

Magnetic Reading

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Learning Magnetic Foundational Reading Common Core Teacher Guide Set Grade 1 (2023)	34038.0	6	\$70.00	\$59.50	\$357.00
i-Ready Learning Magnetic Foundational Reading Student Workbook Set Grade 1 (2023) 1 Year	34032.0	75	\$25.00	\$21.25	\$1,593.75
i-Ready Learning Magnetic Foundational Reading Common Core Teacher Guide Set Grade 2 (2023)	34039.0	6	\$70.00	\$59.50	\$357.00
i-Ready Learning Magnetic Foundational Reading Student Workbook Set Grade 2 (2023) 1 Year	34033.0	75	\$25.00	\$21.25	\$1,593.75
i-Ready Learning Magnetic Reading Grade 3 CC Teacher Book (2022)	30568.9	6	\$30.00	\$25.50	\$153.00

i-Ready Learning Magnetic Reading Grade 3 Student Book (2022) (3 Years)	34130.0	75	\$45.00	\$38.25	\$2,868.75
i-Ready Learning Magnetic Reading Grade 4 CC Teacher Book (2022)	30569.9	6	\$30.00	\$25.50	\$153.00
i-Ready Learning Magnetic Reading Grade 4 Student Book (2022) (3 Years)	34131.0	95	\$45.00	\$38.25	\$3,633.75
i-Ready Learning Magnetic Reading Grade 5 CC Teacher Book (2022)	30570.9	6	\$30.00	\$25.50	\$153.00
i-Ready Learning Magnetic Reading Grade 5 Student Book (2022) (3 Years)	34132.0	75	\$45.00	\$38.25	\$2,868.75
i-Ready Learning Magnetic Reading Teacher Digital Access Grade 3-5 (3 Years)	34159.0	18	\$225.00	\$191.25	\$3,442.50
Magnetic Reading Subtotal:					\$17,174.25

Ready

Product Name	Item #	Qty	List Price	Net Price	Total
Mathematics Discourse Cards - English	23544.0	24	\$7.00	\$0.00	\$0.00
Mathematics Discourse Cube 3" - English	24407.0	6	\$7.00	\$0.00	\$0.00
Ready Subtotal:					\$0.00

Toolbox

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 3 Years	28359.0	1	\$10,350.00	\$8,797.50	\$8,797.50
Toolbox Subtotal:					\$8,797.50

Professional Development

Product Name	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	28024.0	1	\$500.00	\$0.00	\$0.00
Professional Development i-Ready Classroom and i-Ready Math Core New User Package - Preparing to Teach i-Ready Classroom Mathematics, Developing Mathematical Thinkers Through Instructional Routines, and Tailored Support	24417.0	1	\$5,250.00	\$5,250.00	\$5,250.00
Professional Development Subtotal:					\$5,250.00

Phonics for Reading

Product Name	Item #	Qty	List Price	Net Price	Total
Phonics for Reading First Level Student Book Single	12689.1	225	\$7.99	\$7.99	\$1,797.75
Phonics for Reading First Level Teacher Guide	12689.9	6	\$14.95	\$14.95	\$89.70
Phonics for Reading Second Level Student Book Single	12690.1	225	\$7.99	\$7.99	\$1,797.75
Phonics for Reading Second Level Teacher Guide	12690.9	6	\$14.95	\$14.95	\$89.70
Phonics for Reading Third Level Student Book Single	12691.1	225	\$7.99	\$7.99	\$1,797.75
Phonics for Reading Third Level Teacher Guide	12691.9	6	\$14.95	\$14.95	\$89.70
Phonics for Reading Subtotal:					\$5,662.35

i-Ready Partners Services

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Core Mathematics Support - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	27034.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Partners Services Subtotal:					\$0.00

Total		
	List Total:	\$119,917.35
	Savings:	\$40,309.25
	Merchandise Total:	\$79,608.10
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$1,551.54
	Total:	\$81,159.64

Special Notes

Math teacher materials gratis at up to 1:25 ratio (addtl access paid). Shipping included in math student bundle price. All i-Ready purchases require PD.

15% Blended Learning Discount applied to Ready products.

15% Blended Learning Discount applied to Toolbox contingent upon purchase of i-Ready.

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

N1M

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®

Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Curriculum Associates®

Multiyear Core Purchase—Ready Math

Curriculum Associates is pleased to offer an industry-best, flexible, subscription-based model for multiyear purchases of both print and digital products. Please see below for more information about your multiyear purchase.

Included in Purchase:

- Student Materials
 - Annual shipment of most recent copyright version of consumable printed student materials for full term of subscription
 - Includes any reallocation of the quantities of originally-purchased student materials across schools, grades, and available languages (English/Spanish) as necessary
- Teacher Materials
 - First-year shipment of printed teacher materials
 - Reshipment of printed teacher materials in out-years only when copyright version changes

Please Note:

- Shipments of materials in Year Two and beyond must match total quantity on the original purchase order. Any additional student materials needed will require a new purchase order.
- There will be no reshipment of printed teacher materials when copyright version does not change.
- New copyright versions are not necessarily published every year.
- Purchase order and payment are required upfront for full value of sale.
- Professional Development is required.
- Price does not include exchanges or upgrades to products other than the product indicated on the original purchase order.*

*For multiyear purchases, upgrades from *Ready Mathematics* to *Ready Classroom Mathematics* are included at no charge, commensurate with initial purchase quantities.

Curriculum Associates Stands Behind Its Products:

Our goal is to **ensure any product you purchase from us meets or exceeds expectations**. We stand behind our programs and strive to clearly and accurately describe their features and functionality. If for any reason you are not satisfied with our products, upon request we will provide a credit for products and services not yet delivered or provided. Note that print materials that have been used and/or are not in “saleable condition,” and individual components of *Ready Student* and *Teacher Sets* that have been separated out, are not eligible for return.





Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

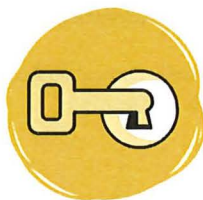
- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



Account
Management



Professional
Development



Educational
Consultants



Achievement
Analytics



Technical
Support

Your *i-Ready* Partners Team

Dedicated to helping you
implement *i-Ready* programs
and achieve your district goals



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. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount	Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75	\$5,000.00 to \$99,999.99	8% of order
\$75.00 to \$999.99	12% of order	\$100,000 and more	6% of order
\$1,000 to \$4,999.99	10% 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.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

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.