

Curriculum Associates®

Prepared For:

Kelly Stidham
Boone County SD
8330 Us Highway 42,
Florence, KY 41042

3/14/2024

Dear Kelly Stidham,

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.

Implementation Starting: 2024-2025 Quote ID: 353037.27 Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready Classroom	\$41,055.00	\$24,543.75
i-Ready	\$22,800.00	\$22,800.00
Professional Learning	\$2,200.00	\$2,200.00
i-Ready Partners Services	\$4,000.00	\$0.00
<i>i-Ready Partners Services Includes:</i>		
<ul style="list-style-type: none"><i><u>Initial Implementation Services:</u> Provisioning, Initial Rostering, Hosting, Technology Assessment</i><i><u>Implementation Management:</u> Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management</i><i><u>Staff Development Consultation and Resources:</u> Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources</i><i><u>Technical Support:</u> Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support</i>		
	List Total:	\$70,055.00
	Savings:	\$20,511.25
	Shipping/Tax/Other:	\$0.00
	Total:	\$49,543.75

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: 353037.27 Date: 3/14/2024 Quote Valid through: 12/31/2024

Prepared For:

Kelly Stidham
 Boone County SD
 8330 Us Highway 42,
 Florence, KY 41042
 kelly.stidham@boone.kyschools.us

Your Representative:

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

Hillard Collins ES 9000 Spruce Dr, Florence, KY 41042

Total Building Enrollment: 492, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Learning)	Multiple	28024.0	1	\$0.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 24-25	Multiple	38557.0	1	\$2,200.00	\$2,200.00	\$2,200.00
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade K 2 Years	K	35283.0	100	\$55.00	\$46.75	\$4,675.00
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 1 2 Years	1	35284.0	100	\$55.00	\$46.75	\$4,675.00
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 2 2 Years	2	35285.0	85	\$55.00	\$46.75	\$3,973.75
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 3 2 Years	3	35286.0	85	\$55.00	\$46.75	\$3,973.75
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 4 2 Years	4	35287.0	75	\$55.00	\$46.75	\$3,506.25
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 5 2 Years	5	35288.0	80	\$55.00	\$46.75	\$3,740.00
i-Ready Classroom 2024 Common Core Mathematics Teacher Digital Access Volume 1 + 2 Grade K-8 2 Years	K-8	35586.0	21	\$580.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 2 Years	Multiple	14949.0	1	\$22,800.00	\$22,800.00	\$22,800.00
i-Ready Partners Core Mathematics Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 2 Years	Multiple	27123.0	1	\$4,000.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 2 Years	Multiple	27940.0	1	\$0.00	\$0.00	\$0.00
					Subtotal:	\$49,543.75
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$49,543.75

Total		
	List Total:	\$70,055.00
	Savings:	\$20,511.25
	Merchandise Total:	\$49,543.75
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	Total:	\$49,543.75

Special Notes
 Math teacher materials gratis at up to 1:25 ratio (add'l access paid). Shipping included in math student bundle price. All i-Ready purchases require PL.
 15% i-Ready Partnership Discount applied to i-Ready Classroom contingent upon purchase of i-Ready.
 Please make PO out to Curriculum Associates.

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

Y1

Curriculum Associates®

Prepared For:

Kelly Stidham
Boone County SD
8330 Us Highway 42,
Florence, KY 41042

3/14/2024

Dear Kelly Stidham,

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.

Implementation Starting: 2024-2025 Quote ID: 353037.28 Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready Classroom	\$45,070.00	\$27,956.50
i-Ready	\$44,878.00	\$44,878.00
Professional Learning	\$4,400.00	\$4,400.00
i-Ready Partners Services	\$8,000.00	\$0.00
<i>i-Ready Partners Services Includes:</i>		
<ul style="list-style-type: none"><i><u>Initial Implementation Services:</u> Provisioning, Initial Rostering, Hosting, Technology Assessment</i><i><u>Implementation Management:</u> Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management</i><i><u>Staff Development Consultation and Resources:</u> Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources</i><i><u>Technical Support:</u> Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support</i>		
	List Total:	\$102,348.00
	Savings:	\$25,113.50
	Shipping/Tax/Other:	\$0.00
	Total:	\$77,234.50

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: 353037.28 Date: 3/14/2024 Quote Valid through: 12/31/2024

Prepared For:

Kelly Stidham
 Boone County SD
 8330 Us Highway 42,
 Florence, KY 41042
 kelly.stidham@boone.kyschools.us

Your Representative:

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

Florence ES 103 Center St, Florence, KY 41042

Total Building Enrollment: 546, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Learning)	Multiple	28024.0	1	\$0.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 24-25	Multiple	38557.0	2	\$2,200.00	\$2,200.00	\$4,400.00
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade K 2 Years	K	35283.0	105	\$55.00	\$46.75	\$4,908.75
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 1 2 Years	1	35284.0	112	\$55.00	\$46.75	\$5,236.00
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 2 2 Years	2	35285.0	111	\$55.00	\$46.75	\$5,189.25
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 3 2 Years	3	35286.0	72	\$55.00	\$46.75	\$3,366.00
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 4 2 Years	4	35287.0	97	\$55.00	\$46.75	\$4,534.75
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 5 2 Years	5	35288.0	101	\$55.00	\$46.75	\$4,721.75
i-Ready Classroom 2024 Common Core Mathematics Teacher Digital Access Volume 1 + 2 Grade K-8 2 Years	K-8	35586.0	21	\$580.00	\$0.00	\$0.00
i-Ready Partners Core Mathematics Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 2 Years	Multiple	27123.0	1	\$4,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 2 Years	Multiple	15010.0	1	\$44,878.00	\$44,878.00	\$44,878.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 2 Years	Multiple	27940.0	1	\$4,000.00	\$0.00	\$0.00
					Subtotal:	\$77,234.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$77,234.50

Total		
	List Total:	\$102,348.00
	Savings:	\$25,113.50
	Merchandise Total:	\$77,234.50
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	Total:	\$77,234.50

Special Notes

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

15% i-Ready Partnership Discount applied to i-Ready Classroom contingent upon purchase of i-Ready.

Please make PO out to Curriculum Associates.

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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Florence, KY 41042

3/14/2024

Dear Kelly Stidham,

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.

Implementation Starting: 2024-2025 Quote ID: 353037.29 Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready Classroom	\$59,415.00	\$36,698.75
i-Ready	\$26,828.00	\$26,828.00
Professional Learning	\$2,200.00	\$2,200.00
i-Ready Partners Services	\$8,000.00	\$0.00
<i>i-Ready Partners Services Includes:</i>		
<ul style="list-style-type: none"><i><u>Initial Implementation Services:</u> Provisioning, Initial Rostering, Hosting, Technology Assessment</i><i><u>Implementation Management:</u> Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management</i><i><u>Staff Development Consultation and Resources:</u> Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources</i><i><u>Technical Support:</u> Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support</i>		
	List Total:	\$96,443.00
	Savings:	\$30,716.25
	Shipping/Tax/Other:	\$0.00
	Total:	\$65,726.75

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: 353037.29

Date: 3/14/2024

Quote Valid through: 12/31/2024

Prepared For:

Kelly Stidham
Boone County SD
8330 Us Highway 42,
Florence, KY 41042
kelly.stidham@boone.kyschools.us

Your Representative:

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

Ockerman ES 8250 Us Highway 42, Florence, KY 41042

Total Building Enrollment: 712, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Learning)	Multiple	28024.0	1	\$0.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 24-25	Multiple	38557.0	1	\$2,200.00	\$2,200.00	\$2,200.00
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade K 2 Years	K	35283.0	125	\$55.00	\$46.75	\$5,843.75
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 1 2 Years	1	35284.0	125	\$55.00	\$46.75	\$5,843.75
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 2 2 Years	2	35285.0	135	\$55.00	\$46.75	\$6,311.25
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 3 2 Years	3	35286.0	140	\$55.00	\$46.75	\$6,545.00
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 4 2 Years	4	35287.0	125	\$55.00	\$46.75	\$5,843.75
i-Ready Classroom 2024 Mathematics Student Worktext with Digital Access Grade 5 2 Years	5	35288.0	135	\$55.00	\$46.75	\$6,311.25
i-Ready Classroom 2024 Common Core Mathematics Teacher Digital Access Volume 1 + 2 Grade K-8 2 Years	K-8	35586.0	28	\$580.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 2 Years	Multiple	14950.0	1	\$26,828.00	\$26,828.00	\$26,828.00
i-Ready Partners Core Mathematics Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 2 Years	Multiple	27123.0	1	\$4,000.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 2 Years	Multiple	27940.0	1	\$4,000.00	\$0.00	\$0.00
					Subtotal:	\$65,726.75
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$65,726.75

Total		
	List Total:	\$96,443.00
	Savings:	\$30,716.25
	Merchandise Total:	\$65,726.75
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	Total:	\$65,726.75

Special Notes

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15% i-Ready Partnership Discount applied to i-Ready Classroom contingent upon purchase of i-Ready.

Please make PO out to Curriculum Associates.

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 Learning 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 PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL 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 PL 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.

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
\$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	9% of order
\$100,000 and more	7% 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.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

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 payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

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.

Terms of Service

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. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. 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, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

Curriculum Associates

Last updated February 22, 2023

i-Ready Connect™, i-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, Success Central, and the e-book versions and digital components of i-Ready Classroom Mathematics. These terms also apply to CA’s teacher toolbox offerings, including Magnetic Reading Teacher Digital Access (collectively “Teacher Toolbox”). 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™, i-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 i-Ready Classroom Mathematics, please see the Special Terms for i-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. For additional terms of use that specifically apply to your use of the Digital Resource Library please visit the *Digital Resource Library Terms and Conditions of Use* which can be found at https://cdn.i-ready.com/instruction/content/system-check/DigitalResourceLibrary_Terms_of_Use.pdf.

Copyright and Proprietary Rights

The Digital Products and the content contained therein are the sole property of CA and its licensors and those materials 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.

Use by Federal Government.

The Digital Products constitute Commercial Off the Shelf (“COTS”) items as that term is defined in the U.S. Government Federal Acquisition Regulations (“FAR”). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

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://www.curriculumassociates.com/support/privacy-and-policies/i-ready-data-handling-privacy>.

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; (e) use any features or functionalities of the Digital Products with external applications, scripts, or code that may interfere with the operation of any Digital Products or pose a security risk, or (f) 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, i-Ready Classroom Mathematics, or Teacher Toolbox, other than printing out or downloading portions of the text and images of student-facing portions of i-Ready Personalized Instruction, i-Ready Classroom Mathematics, or Teacher Toolbox for use in connection with the work of your organization. For the avoidance of doubt, you may not reproduce, upload, post, transmit, download, or distribute any part of i-Ready Assessment. 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.

To the extent permitted by law, 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 i-Ready Classroom Mathematics: Editable Materials

For users of i-Ready Classroom Mathematics, we provide editable versions of select resources ("RCM Editable Materials") through i-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 i-Ready Classroom Mathematics once they have been edited.

Special Terms for i-Ready Classroom Mathematics: Thin Common Cartridge® Customers

For users of i-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 i-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 (LMS) 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 CA's security-related requirements to permit the posting of Toolbox materials in it. CA has no affiliation with any of these platforms and does not endorse any particular LMS. CA 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 Partner Success Manager.

In limited quantity and for use with your own students, you may print and/or make copies of student and teacher pages from other PDFs on the Teacher Toolbox. Copies of these materials must include all copyright, trademark and other proprietary rights notices contained on the original pages from which the copies were made. You may not print, copy, or share any pages from the Read Aloud Trade Books (available only in the Teacher Toolbox for Reading at Grades K and 1). You also may not share direct links to resources inside the Teacher Toolbox. Except as specified in these Terms of Use, you may not reproduce, upload, post, transmit, download or distribute any part of the Teacher Toolbox content or information.

Google Classroom Assignment.

For districts that use Google Classroom, CA offers educators the ability to easily assign certain student-facing content to their students through Google Classroom. If an educator elects to utilize this feature, their use remains subject to these Terms of Use and the relevant provisions of CA's data handling policies and procedures that pertain to the Opt-In Google Classroom Assignment Feature, which can be found through the link above. CA's materials that are made available in Google Classroom may only be shared with your students and educators, and those materials may not otherwise be reproduced, uploaded, posted, transmitted, downloaded, or distributed outside of your organization.

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and **Curriculum Associates, LLC** ("Vendor"), and is intended to amend, modify, and supplement the terms of the Vendor's quote #353037.2 for the purchase of i-Ready (hereinafter, the "Agreement").

WHEREAS, the Vendor is providing educational or digital services to the Boone County Board of Education and, by extension, the District; and

WHEREAS, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; applicable sections of the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Addendum for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations, and to amend, modify, and supplement the Agreement previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Definitions for Addendum. For the purpose of this Addendum, the following definitions shall apply:

- 1.1 "Confidential Student Information" shall mean all information, whether PII or directory information, included in the Education Records provided to or accessed by Vendor pursuant to the terms of the Parties' Agreement. For the avoidance of doubt, Confidential Student Information and "student data" shall exclude de-identified data.
- 1.2 "District Data" shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties' Agreement.
- 1.3 "Education Records" shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.4 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in education records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

Section 2. Student Privacy Acknowledgements. The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to Vendor, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the collection and storage of certain District Data and Confidential Student Information, as set forth in Section 1 of this Addendum; (d) the Vendor is under the direct control of the District with respect to the use and maintenance of District Data and Confidential Student Information provided to it pursuant to the Parties’ Agreement; and (e) Vendor is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties’ Agreement.

Section 3. Vendor’s Obligations. Vendor acknowledges and agrees to the following: (a) Vendor is acting as a contractor to the District in performing the function directly under the terms of the Agreement and this Addendum; (b) Vendor uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such as the student, his or herself, the student’s guardian, and the District) shall have access to the District Data in Vendor’s possession or control; and (c) Vendor uses reasonable methods to ensure that no third parties shall have access to Confidential Student Information or Education Records in its control unless written authorization to distribute such information is provided by the student’s parent/guardian.

Section 4. Ownership of Data. As between District and Vendor, the District retains ownership of all data provided to Vendor pursuant to the Parties’ Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 5. Data Transmission. The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion which comply, as appropriate, with National Institute of Standards and Technology (“NIST”) Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards (“FIPS”) 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any security

incidents or breaches affecting District data while in transit, the Vendor agrees to promptly notify District and take necessary remedial actions to mitigate the impact as set forth in Section 8 of this Addendum.

Section 6. Security of Data at Rest. Vendor acknowledges that it is responsible for implementing robust measures to safeguard data at rest. This includes, but is not limited to, encryption of stored data, physical/logical access controls, regular security audits, and the prohibition of storing any data onto a personally owned device. All District Data must be stored in a secure environment, with access limited to authorized personnel only. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States. In the event of any confirmed security incidents or breaches affecting District data at rest, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact.

Section 7. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District. Vendor further acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student's parent/guardian. Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

Section 8. Security Breach Remediation and Notice. Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a security breach as defined by KRS 61.931, Vendor shall notify the District in the most expedient time possible and without unreasonable delay, but within seventy-two (72) hours upon confirming a security breach relating to the District Data in the possession of Vendor. The notice to the District shall include all information the nonaffiliated third party has with regard to the security breach at the time of notification. In the event of a security breach relating to the District Data in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933. In the event of a confirmed breach, Vendor agrees to retain an independent IT consulting firm to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan.

Vendor agrees to comply with all provisions of KRS 61.931-.934 pertaining to the prevention of, investigation of, response to, and remediation of any and all such security breaches.

Section 9. Cloud Computing Service Providers. If Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person other than an educational institution that operates a cloud computing service”), Vendor agrees that: (a) Vendor shall not process Confidential Student Information or student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student’s parent. Vendor shall work with the student’s school and the District to determine the best method of collecting parental permission; (b) Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purposes; (c) Vendor shall not sell, disclose, or otherwise process Confidential Student Information for any commercial purpose; and (d) Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 10. Advertising Limitations. Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the services as set forth in the Parties’ Agreement. This section does not prohibit Vendor from using Confidential Student Information or District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties’ Agreement.

Section 11. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties’ relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor’s information or data made in response to an Open Records Request.

Section 12. Law Enforcement or Court-Mandated Disclosures. Should law enforcement or other government entities (“Requesting Part(ies)”) contact Vendor with a request for Confidential Student Information or Education Records held by the Vendor pursuant to the Parties’ Agreement, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice, unless legally prohibited,

before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the Board's compliance with the confidentiality requirement of federal or state law.

Section 13. Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration, or other conclusion of the Parties' Agreement, and upon written request from the District, Vendor shall return all District Data in the possession of Vendor, its subcontractors, or agents to the District, unless otherwise directed by the District in writing that such District Data alternatively be destroyed. Vendor shall complete such return or destruction within thirty (30) calendar days of the written request from the District, with the exception of backups, which are automatically deleted over time in accordance with Vendor's data retention and destruction policies, and shall certify compliance with this Section, in writing, to the District upon written request of the District.

Section 14. Insurance. Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, Vendor shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Boone County Board of Education as additional insured in the Description of Operations section of the Certificate of Insurance.

Section 15. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 16. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 17. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: _____

Printed Name: _____

Title/Position: Boone County Schools, Board Chair

CURRICULUM ASSOCIATES, LLC

By: 

Date: 1/25/2024

Printed Name: Robert Waldron

Title/Position: CEO