

**INDEPENDENT CONTRACTOR AGREEMENT FOR SOFTWARE LICENSES,
CURRICULUM MATERIALS, AND PROFESSIONAL DEVELOPMENT
BY AND BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
CURRICULUM ASSOCIATES, LLC.**

This Independent Contractor Agreement for Software Licenses, Curriculum Materials, and Professional Development (“Agreement”) is made as of March 13, 2026, between the **San José Unified School District** (“District”) and **Curriculum Associates, LLC**. (“Contractor”). The District and Contractor may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

WHEREAS, California Public Contract Code § 20118.3 authorizes the governing board of any school district to purchase instructional materials—including instructional computer software packages—without taking estimates or advertising for bids; and

WHEREAS, the District’s adoption of instructional materials, including software licenses, is further authorized under California Education Code §§ 60200 et seq., which allows local educational agencies to select and adopt instructional materials aligned with state academic content standards; and

WHEREAS, the District has determined that contracting directly for the adoption and purchase of these software licenses without competitive bidding is in the best interest of the District to efficiently meet its operational and instructional needs; and

WHEREAS, the Board of Education approved the adoption of Curriculum Associates’ Classroom Mathematics California instructional materials and i-Ready® assessment and blended learning resource for grades TK-8 on March 12, 2026,

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall furnish to the District the instructional materials, software licenses, and professional development services as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Services” or “Work”).
2. **Location.** Contractor shall provide the Services District-wide, as further described in **Exhibit B**.
3. **Term.** Unless terminated or otherwise cancelled as permitted herein, Contractor shall commence providing Services under this Agreement on the later of the two dates signed below, and will diligently perform as required and continue performance until **June 30, 2034** (“Term”). The California Department of Education (“CDE”) typically updates instructional material adoption approvals on an 8-year cycle for core curriculum areas, including math which is the subject of the Services (“Cycle”). Therefore, notwithstanding Education Code section 17596, the District aligns the Term of this Agreement with the State’s Cycle. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s) for terms of 5 years each and under the same terms and conditions of this Agreement, provided that the full term of Services provided under all those agreements shall not exceed June 30, 2034. Any subsequent agreement(s) will be made at Contractor’s then-current pricing.
4. **Submittal of Documents.** The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - 4.1. Signed Agreement
 - 4.2. Contractor Certification
 - 4.3. Insurance Certificates & Endorsements
 - 4.4. W-9 Form
5. **Compensation.** District agrees to pay the Contractor for Services to be satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit B (“Schedule of Fees and Rates”)**, on an hourly basis and a per-item basis, as applicable, and up to **a maximum amount not-to-exceed Eight Million One Hundred Ninety-Four Thousand Six Hundred Ninety-Six Dollars and Ninety-Five Cents (\$8,194,696.95) (“Fee”)**. Although the Fee for the entire Term is set forth herein, Contractor shall only invoice,

and the District shall only owe payment to Contractor, for Services on an annual basis, as further set forth in **Exhibit B**. District reserves the right to adjust the amounts allocated to each school site as set forth in **Exhibit B** on an annual basis, so long as the total amount for all school sites for that year does not exceed that portion of the Fee allocated to that year. Any such adjustments shall be subject to mutual written agreement between District and Contractor. District shall pay Contractor only for all undisputed amounts within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work in accordance with Exhibit B.

6. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
8. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
9. **Standard of Care.**
 - 9.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 9.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced for the sole benefit of the District under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Work Product.** District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced for the sole benefit of the District as part of or resulting from this Agreement, and all rights in such Work Product, and no uses thereof except in Contractor's performance of the Services will be permitted except by express written permission of the District. Contractor acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or Contractor's possession that may be protected from disclosure by applicable law, Contractor agrees to abide by such law. For the avoidance of doubt, no Work Product will be developed under this Agreement.

13. Termination.

- 13.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. For any non-printed products, subscription may be terminated for convenience, and District may request a pro-rata refund for unused Services. For Professional Learning services, District may request a refund for unused Services. After ninety (90) days, District's non-print products shall be final and no refunds are available. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 13.2.1. material violation of this Agreement by the Contractor; or
- 13.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 13.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
- 13.3. **With Cause by Contractor.** The Contractor has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Contractor. Such termination shall be effective after receipt of written notice from Contractor to the District.
- 13.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected for the sole benefit of the District by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 13.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.

14. **Force Majeure Clause.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Consultant's performance of the Services impossible, and that event was not reasonably foreseeable at the time Contractor executed this Agreement.

15. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and third party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement. The District shall have the right to accept or reject any

legal representation that Contractor proposes to defend the indemnified parties.

16. **Release.** Contractor acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Contractor to enter upon and into the District’s site(s) or property(ies) (“Premises”). Contractor further acknowledges that Contractor’s use of the Premises may result in Contractor’s exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively “Infectious Disease”). Contractor further acknowledges the dangers involved with providing the Services and, with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premise for the performance of the Services.

17. **Insurance.**

17.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

17.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor’s performance of any portion of the Services. (Form CG 0001 and CA 0001)

17.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

17.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

	TYPE	LIMITS
Commercial General Liability Insurance	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
	Injury/one death – Personal vehicles	\$50,000
	Injury/multiple death	\$100,000
	Property damage	\$25,000
Cyber Liability / Data Breach Coverage	General Aggregate	\$5,000,000
Workers’ Compensation		Statutory limits
Employer’s Liability	Each Occurrence	\$1,000,000

17.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

17.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

- 17.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 17.2.3. An endorsement stating that the District and its representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 17.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor, except in connection with the sale of all or substantially all of the outstanding assets or equity of Contractor.
19. **Compliance with Applicable Laws.** In performing Services under this Agreement, Contractor shall comply with all applicable legal requirements. Contractor must complete and sign the Contractor Certifications attached as Exhibit C when Contractor submits this Agreement to the District. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
21. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Contractor is responsible to comply with Santa Clara County Public Health's guidelines concerning the Novel Coronavirus (COVID-19). Contractor or Site Coordinators must sign-in and sign-out at the front office using the District approved visitor system. Failure to sign-in and sign-out will be considered a non-service/non billable day.
22. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
23. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
24. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services

covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

25. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 25.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 25.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
 - 25.3. Consultant agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Consultant to satisfy the District's request.
26. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
27. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
28. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. For purposes of this Agreement and for the avoidance of doubt, "confidential information" does not include de-identified data, which refers to data generated from usage of Contractor's proprietary software solutions from which all personally identifiable information has been removed or obscured so that it does not identify any individual and there is no reasonable basis to believe that the information can be re-identified or otherwise used to identify any individual ("De-identified Data"). Contractor maintains the perpetual right to use De-identified Data for product development, product functionality and research purposes, as permitted under the Family Educational Rights and Privacy Act (FERPA).
29. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, or facsimile transmission, or sent by email, addressed as follows:

San José Unified School District
Attn: Purchasing & Contract Management
855 Lenzen Avenue
San Jose, CA 95126
Email: purchasing@sjusd.org

Curriculum Associates, LLC.
Attn: Legal Department
153 Rangeway Road
North Billerica, MA 01862-2013
Email: customercontracts@cainc.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

30. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and with respect to the subject matter herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written with respect to the subject matter herein. This Agreement may be amended or modified only by a written instrument executed by both Parties.
31. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

- 32. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 33. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.
- 34. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 35. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. In addition, the Parties agree that the District's use of i-Ready shall be subject to the i-Ready Terms and Conditions of Use, attached hereto as Exhibit D and the i-Ready Platform Data Handling and Privacy Statement, attached hereto as Exhibit E. The Terms and Conditions of Use are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date that is later of the two dates set forth below.

San José Unified School District

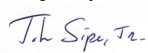
Curriculum Associates, LLC.

Date:

Date: 3/26/2026

By:

By:

Signed by:

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Tracy Morrison

John Sipe, Jr.

Director, Procurement

Executive Vice President

Initial


EXHIBIT A
SCOPE OF SERVICES

Contractor shall provide the following software licenses, curriculum materials, and professional development during the term of this Agreement. The schedule for in-person or virtual Professional Development shall be agreed to by both Parties.

YEAR	PRODUCTS & SERVICES INCLUDED
Year 1: 2026-2027	<ul style="list-style-type: none"> • i-Ready Classroom Center Libraries • Manipulatives Kits • Classroom Mathematics California <ul style="list-style-type: none"> ○ Teacher Guides ○ Student Worktexts ○ TK Classroom Kit, • i-Ready Assessment and Personalized Instruction <ul style="list-style-type: none"> ○ Math K-8 ○ Reading K-5 • Professional Learning <ul style="list-style-type: none"> ○ Dedicated Professional Learning Specialist ○ Professional Learning Sessions for Initial Launch PD • Shipping of materials
Year 2: 2027-2028	<ul style="list-style-type: none"> • Classroom Mathematics California Student Worktexts • i-Ready Assessment and Personalized Instruction <ul style="list-style-type: none"> ○ Math K-8 ○ Reading K-5 • Dedicated Professional Learning Specialist
Year 3: 2028-2029	<ul style="list-style-type: none"> • Classroom Mathematics California Student Worktexts • i-Ready Assessment and Personalized Instruction <ul style="list-style-type: none"> ○ Math K-8 ○ Reading K-5 • Minimum Required Professional Learning Sessions
Year 4: 2029-2030	
Year 5: 2030-2031	
Year 6: 2031-2032	<ul style="list-style-type: none"> • Classroom Mathematics California Student Worktexts • i-Ready Assessment and Personalized Instruction <ul style="list-style-type: none"> ○ Math K-8 ○ Reading K-5 • Minimum Required Professional Learning Sessions
Year 7: 2032-2033	
Year 8: 2033-2034	

EXHIBIT B
SCHEDULE OF FEES AND RATES

1. SUMMARY OF PRODUCTS AND SERVICES:

The following rates, which include overhead, administrative cost and profit, shall be utilized when performing all Services and shall not be changed for the Term of the Agreement. ("Fees and Rates").

Quote Id: 450985.36

Product	List Price	Net Price
i-Ready Classroom	\$1,500.00	\$0.00
Classroom Mathematics California	\$4,899,763.00	\$3,126,478.50
i-Ready	\$4,287,610.00	\$3,624,273.00
Ready	\$3,024.00	\$0.00
Professional Learning	\$871,500.00	\$646,000.00
i-Ready Partners Services	\$928,000.00	\$0.00
Educator Resources	\$507,507.27	\$431,367.00
	List Total:	\$11,498,904.27
	Savings:	\$3,670,785.77
	Taxes:	\$336,382.76
	Estimated Shipping:	\$30,195.69
	Total:	\$8,194,696.95

i-Ready Partners Services Includes:

- Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment.
- Implementation Management: Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management.
- Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Learning sessions, and i-Ready Central Self-Service Resources.

Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support.

Special Notes
<p>Core teacher materials gratis at up to 1:25 ratio (additional access paid).</p> <p>All core purchases require professional learning.</p> <p>10% discount applied to i-Ready based on scope of quote.</p> <p>15% Partnership Discount applied to print products contingent upon purchase of i-Ready.</p> <p>A PO shall be issued upon execution of this Agreement, and shall include the breakdown of the annual payments as defined in Section 2 below.</p>

2. ANNUAL TOTALS TO BE INVOICED ANNUALLY

2.1. YEARS 1 – 4

ITEM	GRADE LEVEL	YEAR 1 2026-2027	YEAR 2 2027-2028	YEAR 3 2028-2029	YEAR 4 2029-2030
i-Ready Classroom Center Libraries	K-1	\$0.00	\$0.00	\$0.00	\$0.00
Manipulatives Student Manipulative Kits by Grade Level	TK-8	\$431,367.00	\$0.00	\$0.00	\$0.00
Classroom Mathematics California CMC Student Worktext + Digital Access K-8 CMC Teacher Guide + Digital Access TK-8 TK Classroom Kit	TK-8	\$390,809.82	\$390,809.81	\$390,809.81	\$390,809.81
i-Ready Assessment + Personalized Instruction Assessment + Instruction, Math K-8 Assessment + Instruction, Reading K-5	K-8	\$453,034.13	\$453,034.13	\$453,034.13	\$453,034.13
i-Ready High School Assessment	9-12	\$0.00	\$0.00	\$0.00	\$0.00
Dedicated Professional Learning	TK-8	\$185,000.00	\$185,000.00	\$0.00	\$0.00
Professional Learning -Individual Sessions	TK-8	\$100,800.00	\$0.00	\$43,200.00	\$26,400.00
Estimated Tax		\$336,382.76	\$0.00	\$0.00	\$0.00
Estimated Shipping		\$30,195.69	\$0.00	\$0.00	\$0.00
TOTAL INVOICED PER YEAR		\$1,927,589.40	\$1,028,843.94	\$887,043.94	\$870,243.94
PAYMENT DUE DATE		JUNE 30, 2026	JUNE 30, 2027	JUNE 30, 2028	JUNE 30, 2029

2.2. YEARS 4 – 8

ITEM	GRADE LEVEL	YEAR 5 2030-2031	YEAR 6 2031-2032	YEAR 7 2032-2033	YEAR 8 2033-2034
i-Ready Classroom Center Libraries	K-1	\$0.00	\$0.00	\$0.00	\$0.00
Manipulatives Student Manipulative Kits by Grade Level	TK-8	\$0.00	\$0.00	\$0.00	\$0.00
Classroom Mathematics California CMC Student Worktext + Digital Access K-8 CMC Teacher Guide + Digital Access TK-8 TK Classroom Kit	TK-8	\$390,809.81	\$390,809.80	\$390,809.80	\$390,809.80
i-Ready Assessment + Personalized Instruction Assessment + Instruction, Math K-8 Assessment + Instruction, Reading K-5	K-8	\$453,034.13	\$453,034.13	\$453,034.13	\$453,034.13
i-Ready High School Assessment	9-12	\$0.00	\$0.00	\$0.00	\$0.00
Dedicated Professional Learning	TK-8	\$0.00	\$0.00	\$0.00	\$0.00
Professional Learning -Individual Sessions	TK-8	\$26,400.00	\$26,400.00	\$26,400.00	\$26,400.00
Estimated Tax		\$0.00	\$0.00	\$0.00	\$0.00
Estimated Shipping		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICED PER YEAR		\$870,243.94	\$870,243.94	\$870,243.94	\$870,243.94
PAYMENT DUE DATE		JUNE 30, 2030	JUNE 30, 2031	JUNE 30, 2032	JUNE 30, 2033

2.3. TOTALS

ITEM	TOTAL LINE ITEMS
i-Ready Classroom	\$0.00
Manipulatives	\$431,367.00
Classroom Mathematics California	\$3,126,478.50
i-Ready Assessment + Personalized Instruction	\$3,624,273.00
i-Ready High School Assessment	\$0.00
Dedicated Professional Learning	\$370,000.00
Professional Learning - Individual Sessions	\$276,000.00
Estimated Tax	\$336,382.76
Estimated Shipping	\$30,195.69
TOTAL CONTRACTED AMOUNT	\$8,194,696.95

3. COST BREAKDOWN PER PRODUCT, QUANTITY, AND PRICE

3.1. District reserves the right to adjust the amounts allocated to each school site as set forth in this Exhibit B on an annual basis, so long as the total amount for all school sites for that year does not exceed that portion of the Fee allocated to that year.

3.2. i-Ready Classroom

Product Name	Item #	Qty	List Price	Net Price	Total
Mathematics Centers Library Grade K Card Box (2024) 1 Year	42352.0	48	\$15.00	\$0.00	\$0.00
Mathematics Centers Library Grade 1 Card Box (2024) 1 Year	42353.0	52	\$15.00	\$0.00	\$0.00
i-Ready Classroom Subtotal:					\$0.00

3.3. Classroom Mathematics California

Product Name	Item #	Qty	List Price	Net Price	Total
Classroom Mathematics California Grade TK Classroom Kit 8 Years	44737.0	48	\$900.00	\$765.00	\$36,720.00
Classroom Mathematics California Student Worktext + FSP with Digital Access Grade K 8 Years	41956.0	1206	\$270.00	\$229.50	\$276,777.00
Classroom Mathematics California Teacher Guide + Digital Access Grade K 8 Years	40512.0	48	\$2,284.00	\$0.00	\$0.00
Classroom Mathematics California Student Worktext + FSP with Digital Access Grade 1 8 Years	41957.0	1295	\$270.00	\$229.50	\$297,202.50
Classroom Mathematics California TDC Poster Grade K-1	45880.0	102	\$3.50	\$0.00	\$0.00
Classroom Mathematics California Teacher Guide + Digital Access Grade 1 8 Years	40513.0	52	\$2,284.00	\$0.00	\$0.00
Classroom Mathematics California Student Worktext + FSP with Digital Access Grade 2 8 Years	41958.0	1319	\$270.00	\$229.50	\$302,710.50
Classroom Mathematics California Teacher Guide + Digital Access Grade 2 8 Years	40514.0	53	\$2,284.00	\$0.00	\$0.00
Classroom Mathematics California Student Worktext + FSP with Digital Access Grade 3 8 Years	41959.0	1328	\$270.00	\$229.50	\$304,776.00
Classroom Mathematics California Teacher Guide + Digital Access Grade 3 8 Years	40515.0	53	\$2,284.00	\$0.00	\$0.00
Classroom Mathematics California Student Worktext + FSP with Digital Access Grade 4 8 Years	41960.0	1439	\$270.00	\$229.50	\$330,250.50
Classroom Mathematics California Teacher Guide + Digital Access Grade 4 8 Years	40516.0	55	\$2,284.00	\$0.00	\$0.00
Classroom Mathematics California Student Worktext + FSP with Digital Access Grade 5 8 Years	41961.0	1397	\$270.00	\$229.50	\$320,611.50
Classroom Mathematics California Teacher Guide + Digital Access Grade 5 8 Years	40517.0	54	\$2,284.00	\$0.00	\$0.00
Classroom Mathematics California TDC Poster Grade 2-5	45881.0	221	\$3.50	\$0.00	\$0.00
Classroom Mathematics California Student Worktext + FSP with Digital Access Grade 6 8 Years	41962.0	1758	\$270.00	\$229.50	\$403,461.00
Classroom Mathematics California Teacher Guide + Digital Access Grade 6 8 Years	40518.0	70	\$2,284.00	\$0.00	\$0.00
Classroom Mathematics California Student Worktext + FSP with Digital Access Grade 7 8 Years	41963.0	1855	\$270.00	\$229.50	\$425,722.50
Classroom Mathematics California Teacher Guide + Digital Access Grade 7 8 Years	40519.0	75	\$2,284.00	\$0.00	\$0.00
Classroom Mathematics California Student Worktext + FSP with Digital Access Grade 8 8 Years	41964.0	1866	\$270.00	\$229.50	\$428,247.00
Classroom Mathematics California Teacher Guide + Digital Access Grade 8 8 Years	40520.0	74	\$2,284.00	\$0.00	\$0.00
Classroom Mathematics California TDC Poster Grade 6-A1	45882.0	219	\$3.50	\$0.00	\$0.00
Classroom Mathematics California Subtotal:					\$3,126,478.50

3.4. i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 200 or fewer Students 1 Year	14941.0	1	\$5,080.00	\$4,572.00	\$4,572.00
i-Ready Assessment and Personalized Instruction Math Site License 201-350 Students 1 Year	14942.0	12	\$8,680.00	\$7,812.00	\$93,744.00
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	14943.0	6	\$12,360.00	\$11,124.00	\$66,744.00
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 8 Years	28956.0	1	\$88,992.00	\$80,092.80	\$80,092.80
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	14944.0	6	\$14,540.00	\$13,086.00	\$78,516.00
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 8 Years	28957.0	2	\$104,688.00	\$94,219.20	\$188,438.40
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 8 Years	28958.0	4	\$134,712.00	\$121,240.80	\$484,963.20
i-Ready Assessment Math Per Student License Grades 9-12 8 Years	34710.0	8145	\$32.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math and Reading Site License 200 or fewer Students 7 Years	28997.0	1	\$54,684.00	\$49,215.60	\$49,215.60
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 7 Years	28998.0	12	\$91,539.00	\$82,385.10	\$988,621.20
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 7 Years	28999.0	6	\$130,158.00	\$117,142.20	\$702,853.20
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 7 Years	29000.0	6	\$153,279.00	\$137,951.10	\$827,706.60
i-Ready Assessment Reading Site License 200 or fewer Students 1 Year	28821.0	1	\$990.00	\$891.00	\$891.00
i-Ready Assessment Reading Site License 201-350 Students 1 Year	28822.0	12	\$1,815.00	\$1,633.50	\$19,602.00
i-Ready Assessment Reading Site License 351-500 Students 1 Year	28823.0	6	\$2,805.00	\$2,524.50	\$15,147.00
i-Ready Assessment Reading Site License 501-800 Students 1 Year	28824.0	6	\$4,290.00	\$3,861.00	\$23,166.00
i-Ready Personalized Instruction Reading Purchase Add-On Pilot	22015.0	9744	\$0.00	\$0.00	\$0.00
i-Ready Subtotal:					\$3,624,273.00

3.5. Ready

Product Name	Item #	Qty	List Price	Net Price	Total
Mathematics Discourse Cards - English	23544.0	432	\$7.00	\$0.00	\$0.00
Ready Subtotal:					\$0.00

3.6. Professional Learning

Product Name	Item #	Qty	List Price	Net Price	Total
Dedicated Professional Learning Services AY 26-27	38589.0	1	\$185,000.00	\$185,000.00	\$185,000.00
Dedicated Professional Learning Services AY 27-28	38590.0	1	\$185,000.00	\$185,000.00	\$185,000.00
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Complement Professional Learning Sessions	40124.0	41	\$500.00	\$0.00	\$0.00
Professional Learning Add On Leadership Session AY 26-27	38632.0	4	\$0.00	\$0.00	\$0.00
Professional Learning Interactive Community Session Site License AY 26-27	47165.0	41	\$5,000.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 26-27	38559.0	42	\$2,400.00	\$2,400.00	\$100,800.00
Professional Learning Session (up to 6 hours) AY 28-29	38561.0	18	\$2,400.00	\$2,400.00	\$43,200.00
Professional Learning Session (up to 6 hours) AY 29-30	38562.0	11	\$2,400.00	\$2,400.00	\$26,400.00
Professional Learning Session (up to 6 hours) AY 30-31	38563.0	11	\$2,400.00	\$2,400.00	\$26,400.00

Professional Learning Session (up to 6 hours) AY 31-32	38564.0	11	\$2,400.00	\$2,400.00	\$26,400.00
Professional Learning Session (up to 6 hours) AY 32-33	38565.0	11	\$2,400.00	\$2,400.00	\$26,400.00
Professional Learning Session (up to 6 hours) AY 33-34	47988.0	11	\$2,400.00	\$2,400.00	\$26,400.00
Professional Learning Subtotal:					\$646,000.00

3.7. i-Ready Partners Services

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 8 Years	27946.0	58	\$16,000.00	\$0.00	\$0.00
i-Ready Partners Services Subtotal:					\$0.00

3.8. Educator Resources

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Classroom Mathematics Early Learning Manipulative Kit	44727.0	48	\$469.42	\$399.00	\$19,152.00
Math Student Manipulative Kit Grade K	41413.0	1206	\$41.18	\$35.00	\$42,210.00
Math Student Manipulative Kit Grade 1	41414.0	1295	\$41.18	\$35.00	\$45,325.00
Math Student Manipulative Kit Grade 2	41417.0	1319	\$29.41	\$25.00	\$32,975.00
Math Student Manipulative Kit Grade 3	41418.0	1328	\$29.41	\$25.00	\$33,200.00
Math Student Manipulative Kit Grade 4	41419.0	1439	\$41.18	\$35.00	\$50,365.00
Math Student Manipulative Kit Grade 5	41420.0	1397	\$29.41	\$25.00	\$34,925.00
Math Student Manipulative Kit Grade 6	41421.0	1758	\$41.18	\$35.00	\$61,530.00
Math Student Manipulative Kit Grade 7	41422.0	1855	\$29.41	\$25.00	\$46,375.00
Math Student Manipulative Kit Grade 8	41423.0	1866	\$41.18	\$35.00	\$65,310.00
Educator Resources Subtotal:					\$431,367.00

4. Method of Payment

- 4.1. Contractors shall submit annual invoices on a form and in the format approved by the District. All invoices shall provide sufficient detail for the District to verify the Services.
- 4.2. Contractor shall submit these invoices electronically to the District via the District's authorized representative.
- 4.3. Upon receipt and approval of Contractor's invoices, the District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.

EXHIBIT C
CONTRACTOR CERTIFICATION

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: [Name], [Title] at [School]

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District’s determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).

- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified’s COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

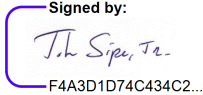
Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Curriculum Associates, LLC.

Date: 3/26/2026

Signature: 

John Sipe, Jr.
Executive Vice President

EXHIBIT C CONTINUATION
WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Curriculum Associates, LLC.

Date: 3/26/2026

Signature: 

John Sipe, Jr.
Executive Vice President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

EXHIBIT C CONTINUATION
STUDENT DATA CONFIDENTIALITY CERTIFICATION

The Contractor acknowledges its responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Contractor will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by District, as well as any data provided by District’s students to the Contractor.

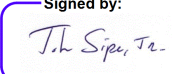
Furthermore, the Contractor agrees to the following guidelines regarding the appropriate use of student data collected by Contractor or made available to Contractor from other school/system employees, Infinite Campus, TES or any other file or application to which the Contractor has access:

- Contractor will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the District may use the information, but only for the purposes for which the disclosure was made. For purposes of this Agreement and for the avoidance of doubt, “CDI” and “education records” do not include de-identified data, which refers to data generated from usage of Contractor’s proprietary software solutions from which all personally identifiable information has been removed or obscured so that it does not identify any individual and there is no reasonable basis to believe that the information can be re-identified or otherwise used to identify any individual (“De-identified Data”).Contractor maintains the perpetual right to use De-identified Data for product development, product functionality and research purposes, as permitted under the Family Educational Rights and Privacy Act (FERPA).
- Contractor acknowledges that the Agreement allows the Contractor access to (CDI) for whom the Contractor has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of District or its students. The Contractor acknowledges that it is illegal for a student to have access to another student’s data and will not share (CDI) from any source with another student.
- Contractor agrees to hold (CDI) in strict confidence. Contractor shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by District. Contractor agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Contractor shall, within 48 hours of discovery, report to District any use or disclosure of District CDI not authorized by this Agreement or in writing by District. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Contractor shall comply with the requirements of the California Consumer Privacy Act (“CCPA”). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children’s Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children’s Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a “consumer” as that term is defined by the CCPA, contacts Contractor to receive CDI provided to Contractor pursuant to this Agreement, to delete consumer’s personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

Curriculum Associates, LLC.

Date: 3/26/2026

Signature:  Signed by:
F4A3D1D74C434C2...

John Sipe, Jr.

Executive Vice President

EXHIBIT D
TERMS AND CONDITIONS OF USE



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>~~, attached hereto as Exhibit E.

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

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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.

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Choice of Law and Jurisdiction

These TOU shall be governed by and construed in accordance with the laws of the State of California, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the State of California, County of Santa Clara, 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:

- BlackboardBrightspace
- 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.

EXHIBIT E
DATA HANDLING AND PRIVACY STATEMENT

i-Ready® Platform Data Handling and Privacy Statement

[Home](#) > [Support](#) > [Privacy and Policies](#) > **i-Ready® Platform Data Handling and Privacy Statement**

Last Updated: March 7, 2025

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 eBook versions and digital components of *i-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 *i-Ready Teacher Toolbox*, *i-Ready Success Central*, and the Digital Resource Library, which are educator-only-facing products. 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 Learner status
- Eligibility for free or reduced-price lunch

Note that some of these data fields (such as ethnicity or race, English Learner status, and 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
- Student mailing addresses or phone numbers, or other such "directory" information

Usage Data

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

How We Use Student Data

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

- *For Services.* CA only uses student-identifiable data provided by schools and/or school districts to make *i-Ready* available to that particular student and to provide related reports and services to that student's school and school

district and its educators and administrators. CA uses student data collected from the use of *i-Ready* for the purpose of making *i-Ready* available to its customers and for improving its content and effectiveness.

- *For Reporting.* CA provides reporting capabilities to its educator customers, and these reports are generated based on *i-Ready* usage information.
- *For Account Support.* Customers' usage data may also be used on an aggregated basis to allow CA's Partner Success, Customer Service, and Tech Support teams to provide services that meet the specific needs of our educator customers.
- *Treatment as PI.* 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* 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 and educator 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 or educator data.

- CA does not sell student identifiable data or aggregated de-identified student or educator 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 ([StudentPrivacyPledge.org](https://www.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" section.

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, IP address, 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 learning 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. We may also use de-identified educator data to improve our product and service offerings, as described in the "How We Use De-identified Data" section above.

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 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 their 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, CA contracts with a third party to conduct annual security audits, which includes penetration testing of the *i-Ready* application. CA 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, guardians, or eligible students who use *i-Ready* may request correction or removal of the student's personally identifiable data from *i-Ready* by contacting their student'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 Educator Resources

CA offers a set of digital resources intended for use by educators, including Teacher Toolbox, Success Central, and the Resource Library (collectively and individually, the "Educator Resource Materials"). They are not student-facing materials, and

therefore no student data is collected through the use of the Educator Resource Materials. CA collects the following information about educators who use the Educator Resource Materials: 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 Educator Resource Materials. When a teacher uses the Educator Resource Materials, 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 we are providing educators with resources that are useful to them. Our Partner Success, 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 Educator Resource Materials 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.

Opt-In Google Classroom Assignment Feature for Educator Resource Materials

For districts that use Google Classroom, Curriculum Associates offers educators the ability to easily assign certain student-facing content, including certain Educator Resource Materials, to their students through Google Classroom. If an educator elects to utilize this feature, Google Classroom will provide Curriculum Associates with the educator's name and email address as well as the roster information and coursework data for that educator's classroom. In addition, if permission is granted by the educator, Google will allow CA to access the educator's Google Classroom environment and to directly upload the Educator Resource Materials content into Google Classroom through Google Driven-1_ Use of Google Classroom is subject to Google Classroom's terms of service and privacy policy.

Policy Review

CA reviews this privacy policy on an annual basis and makes updates from time to time to reflect changes in legal requirements and to provide more clarity to our customers on our practices. If you have any questions about our data-handling practices or this privacy policy, you may contact us at privacy_@cainc.com.