BEAUFORT

Approved 8:1 7/13/2021

Beaufort County School District Executive Session
Purchasing of Instructional Software
July 13, 2021

TOPIC:

Purchase of iReady/Curriculum Associates Reading instructional software and professional development for the ~~Reading~~ Plus instructional reading software and math instructional resources for $1,485,332.52 for a three-year term. Instructional use will include students in grades K-6 and specials educational students in grades K-12 within Beaufort County School District Schools (BCSD). The three-year purchasing agreement includes instructional software (reading and writing; and reading and math Toolbox), professional development training, and professional consultant onsite and on-demand services.

ACTION:

Board Approval of purchase

BACKGROUND INFORMATION:

Upon completion of a year pilot within our district, Instructional Services Department (ISD) is seeking purchase of the Reading and Math program for a three-year period to service students in grades K-6 and specials educational students in grades K-12 within BCSD. i-Ready is an online program for reading and mathematics that will help student's teacher(s) determine student's needs, personalize their learning, and monitor progress throughout the school year. i-Ready will access and offer instruction online and offline that is aligned to the SC College and Career Readiness Standards[1]. i-Ready is an approved Formative Assessment, Universal Screener for MTSS, Online instruction provider and math textbook provider by the SC Department of Education[2]. Curriculum Associates serves over 10 million students a day in the United States with the i-Ready program. i-Ready allows teachers to academically meet students exactly where they are and provides data to increase student's learning gains. i-Ready consists of three parts: Diagnostic Assessment, Personalized Instruction and a digital Teacher Toolbox of K-8 content in Reading, Writing and Math. Additionally, i-Ready provides teachers of students of special education immediate access to monitoring of student proficiency or instructional standards on an

[1] Curriculum Associates, LLC. (2019, January 30). The Relationship Between i-Ready® Diagnostic and the 2018 South Carolina College- and Career-Ready Assessments (SC READY) (Curriculum Associates Research Report No. RR. 2019-26). North Billerica, MA: Author.

[2] https://www.prnewswire.com/news-releases/south-carolina-department-of-education-approves-curriculum-associates-i-ready-diagnostic-for-its-adoption-list-of-formative-assessments-301158120.html

on-demand model, thus allowing teachers to pin-point prescriptive learning and immediately obtain learning results.

https://i-readycentral.com/familycenter/what-is-i-ready/

KEY POINTS:

- i-Ready provided a pilot to all elementary schools within Beaufort County School District.
- During the pilot, BCSD personnel have experienced supportive and responsive actions from Curriculum Associates in the areas of professional development, data review and customer needs.
- Curriculum Associates' PD specialists and their Sr. Executive Director of Content and Implementation worked with teachers, school administrators, and district leadership on the following dates to build upon data analysis and deeper under understanding of technical usage: October 7, 2020; April 22 and 26, 2021; and May 5, 2021.
- Access to student rostering was with ease, and there were no reports of technological issues beyond that of BCSD Technology Reports subject to external internet factors.

Technical:

- i-Ready is a stable and scalable platform with 99.5% availability / uptime

Summary of Implementation Data:

- The results of BCSD students using i-Ready has been positive and appear to be in consistent with the national data that suggests students who utilize the program with fidelity grow more than those who do not.
- Table 1 and 2 shows the relationship between the number of lessons students completed and the pro-rated observed growth for our pilot year in Math and Reading.
- While the results are encouraging, it's hard to draw any definitive conclusion due to the fact we piloted during a pandemic and student assessment results are inconsistent due to non-standard testing conditions (e.g. at home testing).

Table 1: Math Growth by Number of Lessons Passed

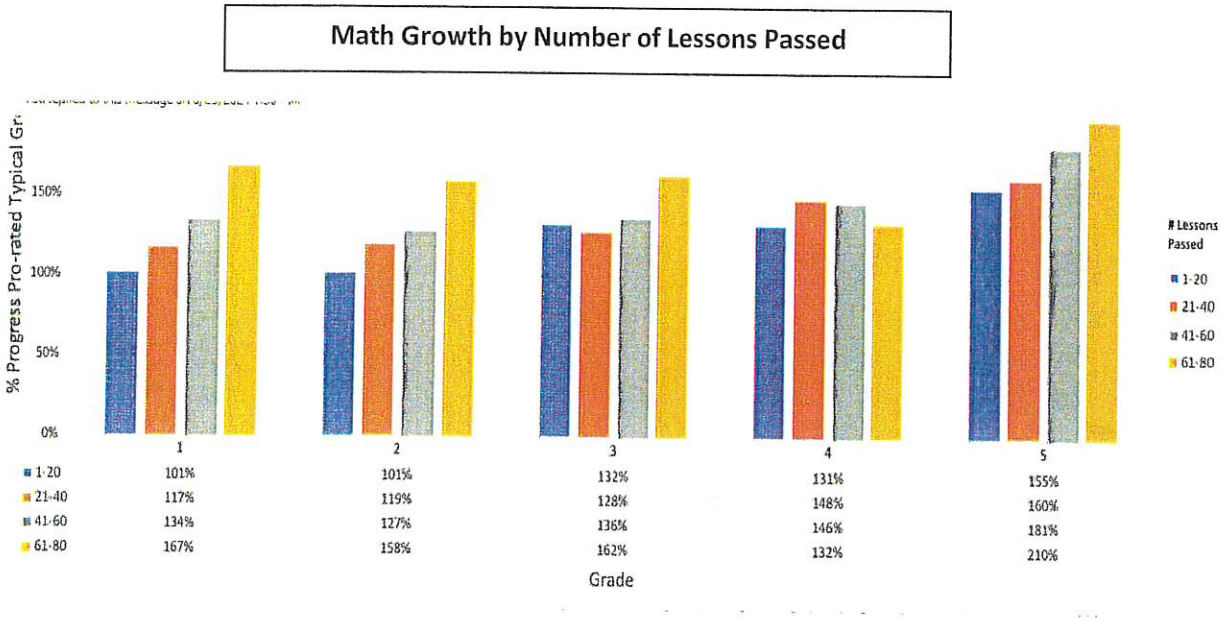
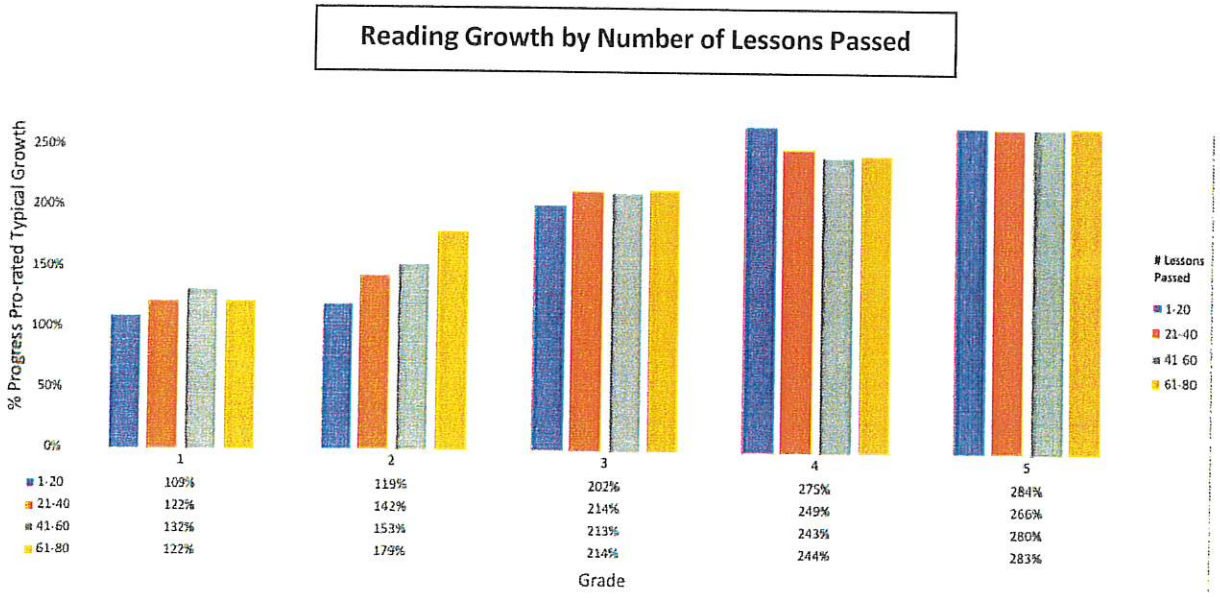


Table 2: Reading Growth by Number of Lessons Passed



End User Input:
As we consider the impact of i-Ready and Ready within the educational culture in Beaufort County, it's important to consider teachers' perspectives. Following is some survey feedback collected from professional development sessions conducted during the 2020-2021 school year.

- I enjoyed having an in-person presentation to be able to discuss and ***connect i-Ready resources to my school and my classroom***
- The various unit planning resources were extremely helpful. I appreciated the time to ***analyze the assessment*** before making unit plans
- I loved the new ideas that were given and that can be explored to **enhance my teaching and my students' learning.** This was a great use of time and beneficial for beginning the school year with a ***full implementation of i-Ready***
- i-Ready is a ***wonderful program full of resources*** for students and teachers. I can see how it provides me with instructional lesson plans, ***not just my own opinion*** of how to move kiddos forward.
- Believe it or not, I needed more time with the trainer. I have lots of questions about where to find things on the sight. I played on it right before testing and now cannot find many of the items I found before. I like all the information, ***the grouping, the in-depth breakdowns of student needs and the resources provided.***

In addition to making classrooms better places for teachers, below are two images I have permission to share from Hilton Head Island Middle School, and Mossy Oaks Elementary School, demonstrating the positive impact felt by not only the teachers, but the students in Beaufort County.



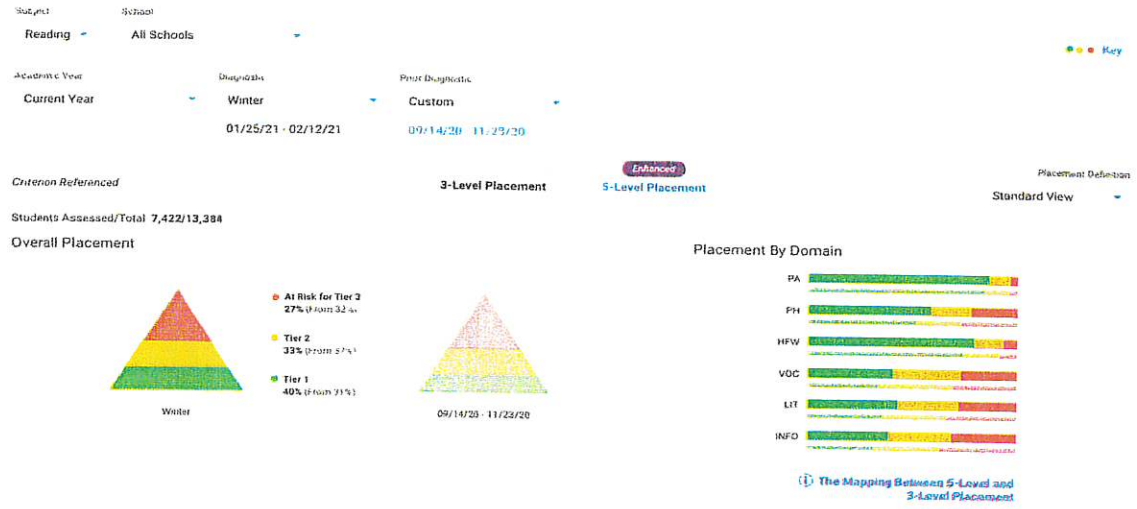
Targeted Implementation Goals:

During the pilot year, there was a staggered implementation of i-Ready, and greatest number of students were administered the i-Ready diagnostic during the Winter assessment window. This was subject to an overlap of Spring administration of i-Ready diagnostic with South Carolina standardized testing. While it would have been ideal to have data across an entire year, the following graphs shows the percentage of students across the various RTI tiers and the change from Fall to Winter.

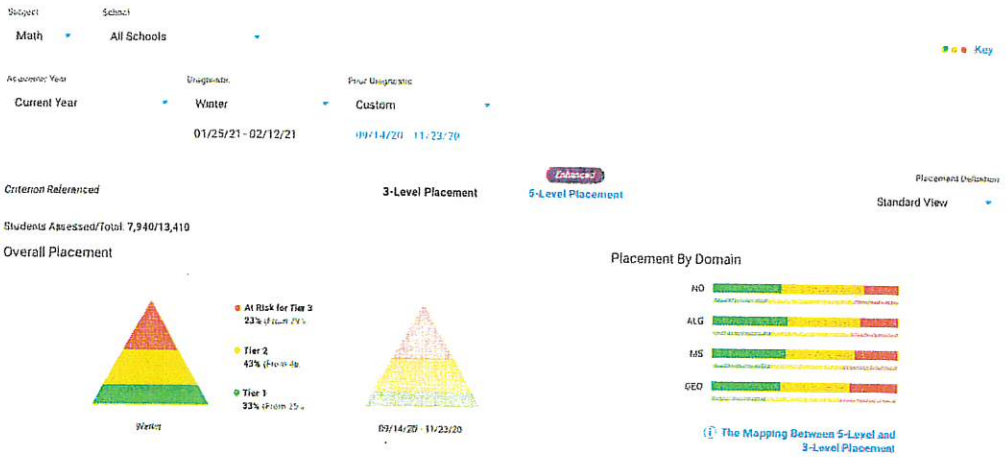
As such, the first-year target implementation goals are:

- to increase student access and use with fidelity of practice to i-Ready Reading instructional materials.
- and obtain a 4-percent decrease of students in Tier 3 Response-to-Intervention (RTI) as measured by the i-Ready measurement metrics.

Graph 1: Percentage of Students across RTI Tiers – Fall to Winter comparison - Reading

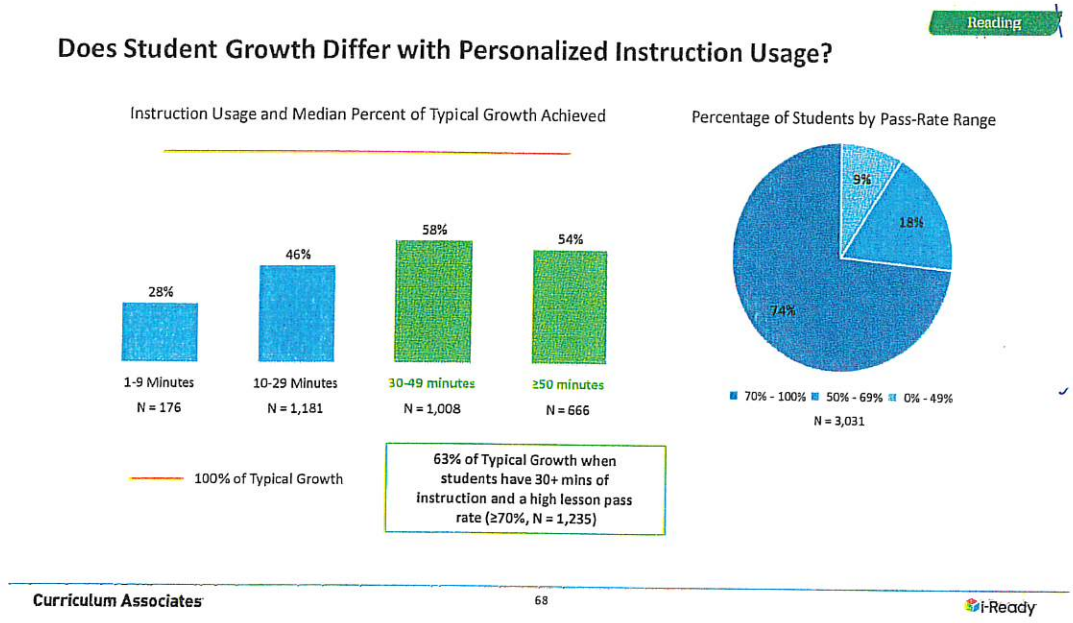


Graph 2: Percentage of Students across RTI Tiers – Fall to Winter comparison - Math

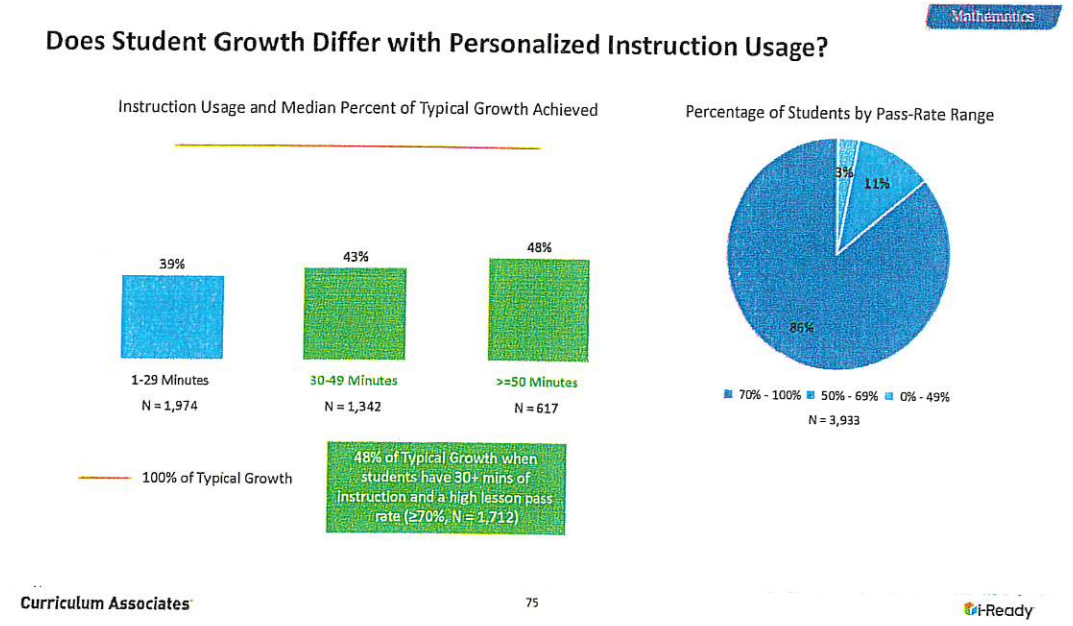


In addition, students who used the program with fidelity at mid-year and achieved more growth than those who did not use with fidelity.

Graph 3: Fidelity of Implementation Reading



Graph 4: Fidelity of Implementation Math



RECOMMENDED MOTION:

I move that the Board of Education approve the purchase of the i-Reading/Curriculum Associates LLC site license to provide reading and math instructional software for students grades K-12 and professional development for teachers, school leaders and designated school personnel for services for Beaufort County School District for total cost of $1,485,332.52 for a three-year term and authorize Dr. Frank Rodriguez to execute the contract.



Signature:

_____ _____

Dr. Christina Gwozdz, M.D.
Beaufort County School Board Chair

Date

_____ _____

Dr. Frank Rodriguez, Ph.D.
Superintendent Beaufort County School District

Date

Beaufort County School District – South Carolina
PD Planning for 21-22
K-8 i-Ready Diagnostic & Instruction
K-5 Ready Classroom Mathematics

Overall Information:

- 17 schools (Grades K-5)
- 2 schools (Grade K-8)
- 1 school (5th - 8th)
- 1 school (6th - 8th)
- Dedicated Professional Development Specialist – 4 days per week
- 45 extra PD days to support RCL for Grades K-5

i-Ready Experience:

- Novice i-Ready Classroom Users (Year 1) – New Teachers to the District
- Novice i-Ready Classroom Users (Year 1) – 5 Middle Schools
- Practicing i-Ready Users (Year 2) – 19 schools
- Advanced i-Ready Users (Year 3+) – Pritchardville Elementary and Special Education Users

Ready Classroom Experience:

- New Ready Classroom Users (Year 1) – New Teachers to the District
- Practicing Ready Classroom Users (Year 2) – 19 schools

Options for PD Delivery:

- Full day PLCs on site or virtual
- 2.5 hour on site or virtual sessions (two sites sharing a day)
- Strategic Scheduling at school sites (allow for longer PD sessions)
- Centralized Sessions
- Centralized Virtual Sessions

Questions for Planning Purposes:

- Which Middle Schools be using i-Ready for Intervention in 2021-2022?
- How will Middle School SPED teachers need support?

<table>
<tr><th>Timeline</th><th>Group</th><th>Recommendations</th></tr>
<tr><td>Aug. 4 or 5</td><td>Building Principals</td><td>Ken Tam: i-Ready Data Mindset</td></tr>
<tr><td>On-going</td><td>Building Principals, Assistant Principals, and/or Math Coaches
Schedule monthly i-Ready Check-ins</td><td>Monthly, Bi-monthly, or Quarterly PD for Leadership</td></tr>
<tr><td>August 11th District PD Day</td><td>8:00 – 11:00 am Getting Good Data for Elementary School
12:30 – 3:30 pm Getting Good Data for Middle School (School Wide and Intervention)</td><td>i-Ready Novice Users</td></tr>
<tr><td>August 11th District PD Day</td><td>8:00 – 11:00 am Preparing to Teach K-2nd
12:30 – 3:30 pm Preparing to Teach 3rd-5th</td><td>Ready Classroom Mathematics Novice Users
*1 Extra PD Day</td></tr>
<tr><td>August
Pre-Planning and Prior to Diagnostic 1</td><td>Sample Schedules to see all ES prior to Diagnostic 1 (starting approx. Aug. 16th)*
<table>
<tr><th></th><th>8:00 – 11:00 am</th><th>12:30 – 3:30 pm</th></tr>
<tr><td>Monday, August 9th</td><td>Beaufort ES</td><td>Broad River ES</td></tr>
<tr><td>**Monday, August 9th</td><td>Whale Branch ES</td><td>Whale Branch MS</td></tr>
<tr><td>**Monday, August 9th</td><td>Mossy Oak ES</td><td>Port Royal ES</td></tr>
<tr><td>Tuesday, August 10th</td><td>Hilton Head Island Creative</td><td>Hilton Head Island ES</td></tr>
<tr><td>**Tuesday, August 10th</td><td>Lady's Island ES</td><td>St. Helena ES</td></tr>
<tr><td>**Tuesday, August 10th</td><td>Robert Smalls</td><td>River Ridge</td></tr>
<tr><td>Thursday, August 12th</td><td>Red Cedar ES</td><td>Coosa ES</td></tr>
<tr><td>**Thursday, August 12th</td><td>Pritchardville ES</td><td>Michael C. Riley ES</td></tr>
<tr><td>Friday, August 13th</td><td>Okatie ES</td><td>Bluffton ES</td></tr>
<tr><td>**Friday, August 13th</td><td>Hilton Head ECC/Hilton Head MS</td><td>Joseph Shanklin ES</td></tr>
</table></td><td>i-Ready Diagnostic Deep Dive for 2 hours

RCL for 1 hour

Dismiss any ELA to support Ready Classroom Mathematics: Promoting Strong Mathematical Conversations

** 5 Extra PD days</td></tr>
</table>

Timeline	Group	Recommendations
Wednesday, August 18th	Middle School Sessions for SPED – Reading/Math	Virtual/Centralized
Late August – Early September	i-Ready Diagnostic Look For walk through while the Diagnostic is being administered to ES and select MS students.	**i-Ready:** Diagnostic Look For Walk Through with Building Leadership
Wednesday, September 15th	All Special Education i-Ready Users	**i-Ready:** Supports for SPED/ELL
Mid-Sept to Early October	All K-8 i-Ready Teachers Site Based sessions During PLCs	**i-Ready:** Delivering Differentiated Instruction
October - November	All K-8 i-Ready Teachers Site Based sessions During PLCs	**i-Ready:** Getting the Most out of Personalized Instruction
October - November	All K-5 Math teachers Site based sessions during PLCs	**Ready Classroom Mathematics:** Sequencing Student Ideas to Deepen Mathematical Reasoning ****19 Extra Days**
November - December	All K-8 i-Ready Teachers Site Based sessions During PLCs	**i-Ready:** How to Utilize Data Chats and Incentives or i-Ready Close Reading Grades 2nd-5th
November - December	All K-5 Math teachers Site based walk through visits with school leadership and Nicole Turnbach	**Ready Classroom Mathematics:** Leadership "Look For" Visit ***10 Extra Days**

Timeline	Group	Recommendations
District PD Day on January 4th	K-8 Teachers Centralized One Hour Virtual Sessions	**i-Ready:** As prioritized by the District
District PD Day on January 4th	K-5 Teachers Centralized Virtual Sessions for Novice Teachers	**Ready Classroom Mathematics:** ****1 Extra Day**
January	Leadership and Coaches and/or I-Ready Users K-8	**Leadership Check-In:** Helping to Identify Priority Standards for Teacher Assigned Lessons
February	After Diagnostic 2 All K-8 i-Ready Teachers- Site Based sessions during PLCs	**All i-Ready:** Helping All Learners Succeed – Analyzing Diagnostic Growth
March - April	All K-8 Ready Classroom Mathematics and/or i-Ready Teachers Tailored Support Sessions - Site Based during PLCs <u>Tailored Support Sessions</u> as needed. Examples might include: • Using Pre-Requisite Data to Plan for Grade-Level Instruction • Small Group Differentiation • Leveraging i-Ready Resources to Prepare for SC Ready and SC Access Testing • Strategically using Teacher Assigned lessons	**i-Ready and/or Ready Classroom Mathematics:** Tailored Support Sessions
March 18 District PD Day	Centralized One Hour Virtual Sessions for i-Ready Users (Tailored Support Sessions TBD based on need)	**i-Ready:** Tailored Support Sessions

updated 7/12/2021

Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	8% of order
$100,000 and more	6% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBIUS6S
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put it employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Quote ID: 228161.49 **Date:** 5/11/2021 **Valid through:** 12/31/2021

Prepared For:
Mary Stratos
Beaufort Co School District
2900 Mink Point Blvd,
Beaufort, SC 29902
mary.stratos@beaufort.k12.sc.us
(843) 322-5931

Your Representative:
Shane Dukes
8036066916
sdukes@cainc.com

Beaufort Co School District 2900 Mink Point Blvd, Beaufort, SC 29902

Total Building Enrollment: 15378, Grade Range: PK - 12

Product Name	Grade	Item #	Qty	Net Price	Total
Professional Development i-Ready Full Time Consultant 1 Year	Multiple	15288.0	3	$150,000.00	$450,000.00
				Subtotal:	$450,000.00
				Shipping:	$0.00
				Tax:	$0.00
				School Subtotal:	$450,000.00

Total

Merchandise Total:	$450,000.00
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$450,000.00**

Special Notes

All i-Ready purchases require professional development. South Carolina customers must supply a tax exempt certificate with each Purchase Order.

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:
Mary Stratos
Beaufort Co School District
2900 Mink Point Blvd,
Beaufort, SC 29902

5/11/2021

Dear Mary Stratos,

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

Quote ID: 228161.49 Valid through: 12/31/2021

Product	Net Price
Professional Development	$450,000.00
Shipping/Tax/Other:	$0.00
Total:	$450,000.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Shane Dukes
8036066916
sdukes@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	8% of order
$100,000 and more	6% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBIUS6S
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put it employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

Curriculum Associates®

Quote ID: 228161.50 **Date: 5/11/2021** **Valid through: 12/31/2021**

Prepared For:
Mary Stratos
Beaufort Co School District
2900 Mink Point Blvd,
Beaufort, SC 29902
mary.stratos@beaufort.k12.sc.us
(843) 322-5931

Your Representative:
Shane Dukes
8036066916
sdukes@cainc.com

Professional Development

Product Name	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session (up to 6 hrs)	16954.0	45	$2,000.00	$1,500.00	$67,500.00
				Professional Development Subtotal:	$67,500.00

Total

List Total:	$90,000.00
Savings:	$22,500.00
Merchandise Total:	$67,500.00
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$67,500.00**

Special Notes

All i-Ready purchases require professional development. South Carolina customers must supply a tax exempt certificate with each Purchase Order.

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

N1

Curriculum Associates®

Prepared For:
Mary Stratos
Beaufort Co School District
2900 Mink Point Blvd,
Beaufort, SC 29902

5/11/2021

Dear Mary Stratos,

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

Quote ID: 228161.50 Valid through: 12/31/2021

Product	List Price	Net Price
Professional Development	$90,000.00	$67,500.00
	List Total:	$90,000.00
	Savings:	$22,500.00
	Shipping/Tax/Other:	$0.00
	Total:	$67,500.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Shane Dukes
8036066916
sdukes@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	8% of order
$100,000 and more	6% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBIUS6S
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

Curriculum Associates®

Notice for Usage of Teacher Toolbox Materials

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

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

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

Total	
List Total:	$1,212,173.00
Savings:	$244,340.48
Merchandise Total:	$967,832.52
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$967,832.52**

Special Notes

15% Blended Learning Discount applied to Toolbox contingent upon purchase of Ready student books. $653.13 SPED purchases credited to JSES, MOES, WHES for 5mo MTH. $1,567.50 SPED purchases credited to all schools for 12mo RDG assessment. First year of TBX free of charge, following 2 years paid - 3 years total. 10% discount applied to i-Ready. South Carolina customers must supply a tax exempt certificate with each Purchase Order.

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

Y20M

i-Ready Math and Reading Upgrade to Site License 201-350 Students 3 Years	Multiple	31119.0	1	$35,250.00	$30,157.50	$30,157.50
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students (2 Years)	Multiple	28352.0	1	$4,224.00	$3,590.40	$3,590.40
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	324	$0.00	$0.00	$0.00
					Subtotal:	$33,747.90
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$33,747.90

Whale Branch ES 15 Stuart Point Rd, Seabrook, SC 29940

Total Building Enrollment: 425, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 351-500 Students 3 Years	Multiple	31120.0	1	$50,055.00	$42,828.87	$42,828.87
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students (2 Years)	Multiple	28353.0	1	$6,336.00	$5,385.60	$5,385.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	425	$0.00	$0.00	$0.00
					Subtotal:	$48,214.47
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$48,214.47

Whale Branch MS 2009 Trask Pkwy, Seabrook, SC 29940

Total Building Enrollment: 361, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 351-500 Students 3 Years	Multiple	31120.0	1	$50,055.00	$42,828.87	$42,828.87
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students (2 Years)	Multiple	28353.0	1	$6,336.00	$5,385.60	$5,385.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	361	$0.00	$0.00	$0.00
					Subtotal:	$48,214.47
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$48,214.47

i-Ready Math and Reading Upgrade to Site License 501-800 Students 3 Years	Multiple	31121.0	1	$58,966.00	$51,502.08	$51,502.08
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students (2 Years)	Multiple	28354.0	1	$7,296.00	$6,201.60	$6,201.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	660	$0.00	$0.00	$0.00
					Subtotal:	$57,703.68
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$57,703.68

River Ridge Academy 3050 River Ridge Dr, Bluffton, SC 29910

Total Building Enrollment: 1152, Grade Range: PK - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 801-1200 Students 3 Years	Multiple	31122.0	1	$75,576.00	$66,450.90	$66,450.90
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 801-1200 students (2 Years)	Multiple	28355.0	1	$9,024.00	$7,670.40	$7,670.40
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	1152	$0.00	$0.00	$0.00
					Subtotal:	$74,121.30
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$74,121.30

Robert Smalls Intl Academy 43 W K Alston Dr, Beaufort, SC 29906

Total Building Enrollment: 720, Grade Range: PK - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 3 Years	Multiple	31121.0	1	$58,966.00	$51,502.08	$51,502.08
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students (2 Years)	Multiple	28354.0	1	$7,296.00	$6,201.60	$6,201.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	720	$0.00	$0.00	$0.00
					Subtotal:	$57,703.68
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$57,703.68

St Helena ES 1025 Sea Island Pkwy, St Helena Is, SC 29920

Total Building Enrollment: 324, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total

i-Ready Math and Reading Upgrade to Site License 501-800 Students 3 Years	Multiple	31121.0	1	$58,966.00	$51,502.08	$51,502.08
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students (2 Years)	Multiple	28354.0	1	$7,296.00	$6,201.60	$6,201.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	588	$0.00	$0.00	$0.00
					Subtotal:	$57,703.68
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$57,703.68

Port Royal ES 1214 Paris Ave, Port Royal, SC 29935

Total Building Enrollment: 168, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 200 or fewer Students 3 Years	Multiple	31118.0	1	$21,037.00	$17,365.98	$17,365.98
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 200 or fewer students (2 Years)	Multiple	28351.0	1	$2,304.00	$1,958.40	$1,958.40
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	168	$0.00	$0.00	$0.00
					Subtotal:	$19,324.38
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$19,324.38

Pritchardville ES 9447 Evan Way, Bluffton, SC 29910

Total Building Enrollment: 894, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 801-1200 Students 3 Years	Multiple	31122.0	1	$75,576.00	$66,450.90	$66,450.90
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 801-1200 students (2 Years)	Multiple	28355.0	1	$9,024.00	$7,670.40	$7,670.40
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	894	$0.00	$0.00	$0.00
					Subtotal:	$74,121.30
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$74,121.30

Red Cedar ES 10 Box Elder St, Bluffton, SC 29910

Total Building Enrollment: 660, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total

i-Ready Math and Reading Upgrade to Site License 201-350 Students 3 Years	Multiple	31119.0	1	$35,250.00	$30,157.50	$30,157.50
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students (2 Years)	Multiple	28352.0	1	$4,224.00	$3,590.40	$3,590.40
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	315	$0.00	$0.00	$0.00
					Subtotal:	$33,747.90
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$33,747.90

Michael C Riley ES 200 Burnt Church Rd, Bluffton, SC 29910

Total Building Enrollment: 708, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 3 Years	Multiple	31121.0	1	$58,966.00	$51,502.08	$51,502.08
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students (2 Years)	Multiple	28354.0	1	$7,296.00	$6,201.60	$6,201.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	708	$0.00	$0.00	$0.00
					Subtotal:	$57,703.68
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$57,703.68

Mossy Oaks ES 2510 Mossy Oaks Rd, Beaufort, SC 29902

Total Building Enrollment: 340, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 201-350 Students 3 Years	Multiple	31119.0	1	$35,250.00	$29,504.37	$29,504.37
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students (2 Years)	Multiple	28352.0	1	$4,224.00	$3,590.40	$3,590.40
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	340	$0.00	$0.00	$0.00
					Subtotal:	$33,094.77
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$33,094.77

Okatie ES 53 Cherry Point Rd, Bluffton, SC 29909

Total Building Enrollment: 588, Grade Range: PK - 5

Product Name	Grade	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 (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students (2 Years)	Multiple	28354.0	1	$7,296.00	$6,201.60	$6,201.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	769	$0.00	$0.00	$0.00
					Subtotal:	$57,703.68
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$57,703.68

Hilton Head MS 55 Wilborn Rd, Hilton Head, SC 29926

Total Building Enrollment: 955, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 3 Years	Multiple	13177.0	200	$84.60	$67.68	$13,536.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 801-1200 students (2 Years)	Multiple	28355.0	1	$9,024.00	$7,670.40	$7,670.40
i-Ready Assessment and Personalized Instruction Reading Per Student License 3 Years	Multiple	13170.0	200	$84.60	$67.68	$13,536.00
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	955	$0.00	$0.00	$0.00
					Subtotal:	$34,742.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$34,742.40

Joseph Shanklin ES 121 Morrall Dr, Beaufort, SC 29906

Total Building Enrollment: 346, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 201-350 Students 3 Years	Multiple	31119.0	1	$35,250.00	$29,504.37	$29,504.37
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students (2 Years)	Multiple	28352.0	1	$4,224.00	$3,590.40	$3,590.40
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	346	$0.00	$0.00	$0.00
					Subtotal:	$33,094.77
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$33,094.77

Lady's Island ES 73 Chowan Creek Blf, Beaufort, SC 29907

Total Building Enrollment: 315, Grade Range: PK - 4

Product Name	Grade	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 (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students (2 Years)	Multiple	28353.0	1	$6,336.00	$5,385.60	$5,385.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	468	$0.00	$0.00	$0.00
					Subtotal:	$48,867.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$48,867.60

Coosa ES 45 Middle Rd, Beaufort, SC 29907

Total Building Enrollment: 474, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 351-500 Students 3 Years	Multiple	31120.0	1	$50,055.00	$43,482.00	$43,482.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students (2 Years)	Multiple	28353.0	1	$6,336.00	$5,385.60	$5,385.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	474	$0.00	$0.00	$0.00
					Subtotal:	$48,867.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$48,867.60

Hilton Head Isl Creative Arts 10 Bus Dr, Hilton Head, SC 29926

Total Building Enrollment: 606, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 3 Years	Multiple	31121.0	1	$58,966.00	$51,502.08	$51,502.08
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students (2 Years)	Multiple	28354.0	1	$7,296.00	$6,201.60	$6,201.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	606	$0.00	$0.00	$0.00
					Subtotal:	$57,703.68
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$57,703.68

Hilton Head Island ES 30 School Rd, Hilton Head, SC 29926

Total Building Enrollment: 769, Grade Range: 1 - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 3 Years	Multiple	31121.0	1	$58,966.00	$51,502.08	$51,502.08

Curriculum Associates®

Quote ID: 228161.58 Date: 6/28/2021 Valid through: 12/31/2021

Prepared For:
Mary Stratos
Beaufort Co School District
2900 Mink Point Blvd,
Beaufort, SC 29902
mary.stratos@beaufort.k12.sc.us
(843) 322-5931

Your Representative:
Shane Dukes
8036066916
sdukes@cainc.com

Beaufort ES 1800 Prince St, Beaufort, SC 29902

Total Building Enrollment: 345, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 201-350 Students 3 Years	Multiple	31119.0	1	$35,250.00	$30,157.50	$30,157.50
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students (2 Years)	Multiple	28352.0	1	$4,224.00	$3,590.40	$3,590.40
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	345	$0.00	$0.00	$0.00
					Subtotal:	$33,747.90
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$33,747.90

Bluffton ES 160 He McCracken Cir, Bluffton, SC 29910

Total Building Enrollment: 720, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 3 Years	Multiple	31121.0	1	$58,966.00	$51,502.08	$51,502.08
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (3 Years)	Multiple	27941.0	1	$4,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students (2 Years)	Multiple	28354.0	1	$7,296.00	$6,201.60	$6,201.60
i-Ready Learning Teacher Toolbox Access Pilot Reading Per Student	Multiple	16108.0	720	$0.00	$0.00	$0.00
					Subtotal:	$57,703.68
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$57,703.68

Broad River ES 474 Broad River Blvd, Beaufort, SC 29906

Total Building Enrollment: 468, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 351-500 Students 3 Years	Multiple	31120.0	1	$50,055.00	$43,482.00	$43,482.00

Exhibit A

Curriculum Associates®

Prepared For:
Mary Stratos
Beaufort Co School District
2900 Mink Point Blvd,
Beaufort, SC 29902

6/28/2021

Dear Mary Stratos,

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

Quote ID: 228161.58 Valid through: 12/31/2021

Product	List Price	Net Price
i-Ready	$995,261.00	$859,957.32
Toolbox	$126,912.00	$107,875.20
i-Ready Partners Services	$90,000.00	$0.00
	List Total:	$1,212,173.00
	Savings:	$244,340.48
	Shipping/Tax/Other:	$0.00
	Total:	$967,832.52

Thank you again for your interest in Curriculum Associates.

Sincerely

Shane Dukes
8036066916
sdukes@cainc.com

Please submit this quote with your purchase order

c. To the extent that the District is the terminating party pursuant to this Section, Curriculum Associates shall provide a pro-rata refund of any costs and/or fees paid by the District for the remainder of the Term of this Agreement.

14. **Notice**. Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862
Attention: Jill Bradford, Vice President, General Counsel
jbradford@cainc.com

Beaufort County School District
2900 Mink Point Boulevard
Beaufort, SC 29902
Attention: Dr. Mary Stratos, Chief Instructional Services Officer
mary.stratos@beaufort.k12.sc.us

Notices may be provided by electronic mail.

15. **Choice of Law and Jurisdiction**. This Agreement and all of the rights and obligations of the parties shall be governed by the Laws and Courts of the State of South Carolina. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction in the State of South Carolina.

16. **Entire Agreement**. This document and all exhibits, attachments and subsequent District purchase orders represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

Beaufort County School District

Name: Frank J. Rodriguez, Ph.D

Title: Superintendent

Curriculum Associates, LLC

Name: Robert Waldron

Title: Chief Executive Officer

c. To the extent that the District is the terminating party pursuant to this Section, Curriculum Associates shall provide a pro-rata refund of any costs and/or fees paid by the District for the remainder of the Term of this Agreement.

14. **Notice**. Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862
Attention: Jill Bradford, Vice President, General Counsel
jbradford@cainc.com

Beaufort County School District
2900 Mink Point Boulevard
Beaufort, SC 29902
Attention: Dr. Mary Stratos, Chief Instructional Services Officer
mary.stratos@beaufort.k12.sc.us

Notices may be provided by electronic mail.

15. **Choice of Law and Jurisdiction**. This Agreement and all of the rights and obligations of the parties shall be governed by the Laws and Courts of the State of South Carolina. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction in the State of South Carolina.

16. **Entire Agreement**. This document and all exhibits, attachments and subsequent District purchase orders represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

Beaufort County School District

_____

Name: Frank J. Rodriguez, Ph.D

Title: Superintendent

Curriculum Associates, LLC

_____

Name: Robert Waldron

Title: Chief Executive Officer

USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL CURRICULUM ASSOCIATES OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CURRICULUM ASSOCIATES TO THE DISTRICT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE DISTRICT TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT.

12. **Indemnification.** Curriculum Associates shall defend, indemnify, and hold harmless the District, including its officers, directors, and employees (each, a "District Indemnitee") from and against all losses, awards, judgments and/or attorney's fees arising out of or resulting from any third-party claim, suit, action, or proceeding (each, an "Action") arising out of or resulting from:

    a. bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Curriculum Associates or Curriculum Associates Personnel; and
    b. Curriculum Associates' breach of any representation, warranty, or obligation of Curriculum Associates set forth in this Agreement

13. **Termination.**

    a. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) days after receipt of written notice of such breach. However, either party may terminate this Agreement immediately upon written notification to the other party (and without the need for a cure period), if on three (3) or more occasions the other party (i) breaches the same section of this Agreement; or (ii) breaches this Agreement in substantially the same way or with substantially similar acts, omissions or failures.

    b. If this Agreement is terminated or otherwise expires for any reason, Curriculum Associates shall provide to the District upon receipt of written request from the District, in a format reasonably requested by the District, all Customer Data, with the exception of backups as noted above.

ii. it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

iii. (a) no aspect of the Services, Products and/or the District's authorized use thereof infringes or will infringe any intellectual property right of any third party, and, (ii) as of the date hereof, there are no pending or, to Curriculum Associates' knowledge, threatened claims, litigation, or other proceedings pending against Curriculum Associates by any third party based on an alleged violation of any intellectual property right by any aspect of the Services or Products, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) use of the Services or Products in combination with any materials or equipment not supplied or specified by Curriculum Associates, if the infringement would have been avoided by the use of the Services or Products not so combined, and (y) any modifications or changes made to the Products by or on behalf of any person other than Curriculum Associates.

iv. the Services and Products will be in conformity in all material respects with all requirements or specifications stated in this Agreement and Exhibit A.

v. the Digital Products shall perform in accordance with all Documentation, and in no event less than generally accepted industry standards for similar products, and will provide all of the functionality, operation and capability outlined in the Documentation.

vi. the Digital Products shall be free of any harmful code, including but not limited to viruses of any kind, malware or any other code that is capable of damaging the machine on which such code is run or any of the District's data, including any Customer Data

11. **Limitation of Warranties and Liability**. EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE DISTRICT'S REQUIREMENTS, WILL BE ACCURATE OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO

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

9. **Services.** If the Price Quotes include the provision of Services, Curriculum Associates agrees to provide such Services as outlined in the Price Quotes or as otherwise mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.

10. **Representations and Warranties.**

a. Each party represents and warrants to the other party that:

i. it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the Laws of its jurisdiction of incorporation or organization;

ii. it has the full right, power, and authority to enter into this Agreement, to grant any rights and licenses granted hereunder, and to perform its obligations hereunder;

iii. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the party; and

iv. when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

b. Curriculum Associates represents and warrants that:

i. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

that any of the District's usernames and/or passwords have been compromised.

b. With the exception of interruptions caused by (i) scheduled maintenance or (ii) Exceptions, Curriculum Associates will make the Digital Products available to the District at least 99.5% of the time within each calendar month (the "System Availability"). With respect to scheduled maintenance, Curriculum Associates will:

   i. limit any downtime (whether partial or total) of the Digital Products caused by or resulting from the scheduled maintenance to no more than one hour per scheduled maintenance period if such maintenance period is scheduled to occur between 7:00 am and 5:00 pm on a day when the District is instructing students in accordance with the District's calendar (each such day being a "Class Day");

   ii. limit any downtime (whether partial or total) of the Digital Products caused by or resulting from the scheduled maintenance to no more than eight hours per scheduled maintenance period if such maintenance period is scheduled for (1) a day other than a Class Day or (2) a time where the entire maintenance period can be started and completed between the hours of 5:00 pm and 7:00 am Eastern Time;

   iii. limit the total number of hours of scheduled maintenance each month; and

   iv. schedule the maintenance period either (1) on a day other than a Class Day or (2) at a time where the entire maintenance period can be started and completed between the hours of 5:00 pm and 7:00 am Eastern Time.

8. **Limitations of Use.**

a. The District shall not, nor permit any of its Authorized Users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the 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 the District's organization; or (e) remove any proprietary notices from the Digital Products.

advertise or market to students or parents. Curriculum Associates will not materially change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the District.

b. During the Term of this Agreement, Curriculum Associates shall maintain a copy of all Customer Data on at least two physically-separated locations for its cloud based servers that are located in separate data centers that are geographically separated by at least 10 miles. Customer Data held by Curriculum Associates will be made available to the District upon the District's written request in a format reasonably requested by the District, with the exception of backups, which are automatically deleted over time in accordance with Curriculum Associates' data retention and destruction policies.

c. District hereby grants to Curriculum Associates a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with the Family Educational Rights and Privacy Act ("FERPA"). Such uses may include research analyzing the efficacy of i-Ready, studies focused on improving educational systems and student outcomes more generally, or development efforts related to our product and service offerings. De-identified Data is not considered Customer Data. For purposes of this Agreement, "De-identified Data" means data generated by the usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students.

d. A full description of the security measures that Curriculum Associates takes is set forth in Curriculum Associates' Data Handling Policy, which can be found at https://cdn.i-ready.com/instruction/content/system-check/iReady_Privacy_Policy.pdf Curriculum Associates agrees that with respect to Customer Data, all such security measures outlined therein in will be employed.

7. Access to the Digital Products.

a. The District's authorized users will need valid usernames and passwords to access the Digital Products. Curriculum Associates will provide each of the District's authorized users with single sign-on credential that shall include a username and an initial password. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if the District becomes aware

its Authorized Users with full and complete access to the Digital Products by no later than August 2, 2021.

3. **Term.** This Agreement shall take effect on the Effective Date and shall remain in effect for a period of 36 months (3 years) (the "Term"). For purposes of clarity, the initial license is for a period of 3 years from the Effective Date. The District has the option to renew for an additional 24 months (2 years) at Curriculum Associates' then-current prices for the applicable renewal year. This Agreement shall not exceed 60 months (5 years) without Superintendent approval.

4. **Pricing and Payment.** Pricing for the Digital Products, and any other products being purchased by the District, are listed on the Price Quotes. The Digital Products and any other such products purchased under the Price Quotes may be referred to in this Agreement as "Products". The District will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of the invoice.

5. **Copyright and Proprietary Rights.** The Products and the content contained therein, and any training material provided in connection with the Services, are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Products and in the software, text, graphics, design elements, audio, music, and all other materials contained in the Products are reserved by Curriculum Associates and its licensors. The District may not use the Products in any manner that is not authorized by this Agreement.

6. **Data Ownership and Security.**

    a. In connection with the District's use of i-Ready®, the District will be asked to provide Curriculum Associates with data about the District's students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into i-Ready®. As the District's students use i-Ready®, data will be generated about students' usage, performance and progress. Both the information the District inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data." The District shall own all right, title and interest in and to the Customer Data. However, the District hereby grants Curriculum Associates a limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to i-Ready® available to the District and otherwise fulfill its obligations under this Agreement. Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to

h. "District" shall have the meaning provided in the preamble above.

i. "District Indemnitee" shall have the meaning set forth in Section 12 (Indemnification).

j. "Documentation" shall refer to any training manuals, user manuals, instruction manuals, sales and marketing materials and/or any other materials associated with the Digital Products that describe the use, operation, function, functionality and/or capability of the Digital Products.

k. "Exceptions" shall include the following: (a) District's or any of its Authorized Users' misuse of the Digital Products; (b) failures of District's or its Authorized Users' internet connectivity; (c) acts of God, acts of government, flood, fire, earthquakes, civil unrest, and/or acts of terror; and (d) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by or on behalf of Curriculum Associates.

l. "FERPA" shall mean the Family Educational Rights and Privacy Act.

m. "Price Quotes" shall mean the price quotes for the Products and Services, such quotes being attached to this Agreement as Exhibit A.

n. "Products" shall mean the Digital Products along with any other products outlined in the Price Quotes that are being purchase and/or licensed by the District.

o. "Services" shall refer to all professional development services, including both professional development sessions and a full-time i-Ready® consultant, outlined in the Price Quotes and/or provided to the District by or on behalf of Curriculum Associates.

p. "Term" shall have the meaning set forth in Section 3.

2. **License.** Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading, and Ready® Teacher Toolbox for Math and/or Reading (together, the "Digital Products") for the number of users (or the number of site licenses) listed on the applicable Price Quote(s) included as Exhibit A (the "Price Quotes"), solely for District's educational purposes in accordance with the terms and conditions of use expressed in this Agreement. Curriculum Associates shall provide the District, including

Customer Agreement

This Customer Agreement (the "Agreement") is entered into by and between Beaufort County School District (the "District"), with offices at 2900 Mink Point Boulevard, Beaufort, SC 29902, and Curriculum Associates, LLC ("Curriculum Associates"), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this Agreement shall take effect on July 14, 2021 (the "Effective Date").

1. **Definitions.** The terms and phrases below shall have the following meanings throughout this Agreement.

    a. "Action" shall have the meaning set for in Section 11 (Indemnification).

    b. "Agreement" shall have the definition provided in the preamble above.

    c. "Authorized Users" shall mean teachers and designated staff that are employed by the District as well as students enrolled in the District.

    d. "Customer Data" shall refer to all information about any of the students enrolled in the District, regardless of whether such information was supplied by the District and/or generated by Curriculum Associates, the Digital Products and/or the students' usage of any of the Products or Services. For the avoidance of doubt, Customer Data does not include de-identified data, which refers to data generated from student usage of i-Ready from which all personally identifiable information has been removed or destroyed 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 ("De-Identified Data"). Such De-Identified Data may be used by Curriculum Associates for product development, product functionality and research purposes, as allowed under FERPA (as defined below).

    e. "Curriculum Associates" shall have the meaning provided in the preamble above.

    f. "Defaulting Party" shall have the meaning set forth in Section 13 (Termination).

    g. "Digital Products" shall mean Curriculum Associates online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading, and Ready® Teacher Toolbox for Math and/or Reading.

Curriculum Associates

Prepared For:
Mary Stratos
Beaufort Co School District
2900 Mink Point Blvd,
Beaufort, SC 29902

5/11/2021

Dear Mary Stratos,

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

Quote ID: 228161.50 Valid through: 12/31/2021

Product	List Price	Net Price
Professional Development	$90,000.00	$67,500.00
	List Total:	$90,000.00
	Savings:	$22,500.00
	Shipping/Tax/Other:	$0.00
	Total:	**$67,500.00**

Thank you again for your interest in Curriculum Associates.

Sincerely

Shane Dukes
8036066916
sdukes@cainc.com

Please submit this quote with your purchase order

Curriculum Associates

Quote ID: 228161.50 **Date:** 5/11/2021 **Valid through:** 12/31/2021

Prepared For:
Mary Stratos
Beaufort Co School District
2900 Mink Point Blvd,
Beaufort, SC 29902
mary.stratos@beaufort.k12.sc.us
(843) 322-5931

Your Representative:
Shane Dukes
8036066916
sdukes@cainc.com

Professional Development

Product Name	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session (up to 6 hrs)	16954.0	45	$2,000.00	$1,500.00	$67,500.00

Professional Development Subtotal: $67,500.00

Total

List Total:	$90,000.00
Savings:	$22,500.00
Merchandise Total:	$67,500.00
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$67,500.00**

Special Notes

All i-Ready purchases require professional development. South Carolina customers must supply a tax exempt certificate with each Purchase Order.

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

N1

Curriculum Associates

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put it employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

Exhibit B.

Curriculum Associates

Prepared For:
Mary Stratos
Beaufort Co School District
2900 Mink Point Blvd,
Beaufort, SC 29902

5/11/2021

Dear Mary Stratos,

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

Quote ID: 228161.49 Valid through: 12/31/2021

Product	Net Price
Professional Development	$450,000.00
Shipping/Tax/Other:	$0.00
Total:	$450,000.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Shane Dukes
8036066916
sdukes@cainc.com

Please submit this quote with your purchase order

Curriculum Associates

Quote ID: 228161.49 **Date:** 5/11/2021 **Valid through:** 12/31/2021

Prepared For:
Mary Stratos
Beaufort Co School District
2900 Mink Point Blvd,
Beaufort, SC 29902
mary.stratos@beaufort.k12.sc.us
(843) 322-5931

Your Representative:
Shane Dukes
8036066916
sdukes@cainc.com

Beaufort Co School District 2900 Mink Point Blvd, Beaufort, SC 29902

Total Building Enrollment: 15378, Grade Range: PK - 12

Product Name	Grade	Item #	Qty	Net Price	Total
Professional Development i-Ready Full Time Consultant 1 Year	Multiple	15288.0	3	$150,000.00	$450,000.00
				Subtotal:	$450,000.00
				Shipping:	$0.00
				Tax:	$0.00
				School Subtotal:	$450,000.00

Total

Merchandise Total:	$450,000.00
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$450,000.00**

Special Notes

All i-Ready purchases require professional development. South Carolina customers must supply a tax exempt certificate with each Purchase Order.

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

Customer Agreement

This Customer Agreement (the "Agreement") is entered into by and between Beaufort County School District (the "District"), with offices at 2900 Mink Point Boulevard, Beaufort, SC 29902, and Curriculum Associates, LLC ("Curriculum Associates"), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this Agreement shall take effect on July 14, 2021 (the "Effective Date").

1. **Definitions.** The terms and phrases below shall have the following meanings throughout this Agreement.

    a. "Action" shall have the meaning set for in Section 11 (Indemnification).

    b. "Agreement" shall have the definition provided in the preamble above.

    c. "Authorized Users" shall mean teachers and designated staff that are employed by the District as well as students enrolled in the District.

    d. "Customer Data" shall refer to all information about any of the students enrolled in the District, regardless of whether such information was supplied by the District and/or generated by Curriculum Associates, the Digital Products and/or the students' usage of any of the Products or Services. For the avoidance of doubt, Customer Data does not include de-identified data, which refers to data generated from student usage of i-Ready from which all personally identifiable information has been removed or destroyed 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 ("De-Identified Data"). Such De-Identified Data may be used by Curriculum Associates for product development, product functionality and research purposes, as allowed under FERPA (as defined below).

    e. "Curriculum Associates" shall have the meaning provided in the preamble above.

    f. "Defaulting Party" shall have the meaning set forth in Section 12 (Termination).

    g. "Digital Products" shall mean Curriculum Associates online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading, and Ready® Teacher Toolbox for Math and/or Reading.

h. "District" shall have the meaning provided in the preamble above.

i. "District Indemnitee" shall have the meaning set forth in Section 11 (Indemnification).

j. "Documentation" shall refer to any training manuals, user manuals, instruction manuals, sales and marketing materials and/or any other materials associated with the Digital Products that describe the use, operation, function, functionality and/or capability of the Digital Products.

k. "Exceptions" shall include the following: (a) District's or any of its Authorized Users' misuse of the Digital Products; (b) failures of District's or its Authorized Users' internet connectivity; (c) acts of God, acts of government, flood, fire, earthquakes, civil unrest, and/or acts of terror; and (d) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by or on behalf of Curriculum Associates.

l. "FERPA" shall mean the Family Educational Rights and Privacy Act.

m. "Price Quotes" shall mean the price quotes for the Products and Services, such quotes being attached to this Agreement as Exhibit A.

n. "Products" shall mean the Digital Products along with any other products outlined in the Price Quotes that are being purchase and/or licensed by the District.

o. "Services" shall refer to all professional development services, including both professional development sessions and a full-time i-Ready® consultant, outlined in the Price Quotes and/or provided to the District by or on behalf of Curriculum Associates.

p. "Term" shall have the meaning set forth in Section 3.

2. **License.** Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading, and Ready® Teacher Toolbox for Math and/or Reading (together, the "Digital Products") for the number of users (or the number of site licenses) listed on the applicable Price Quote(s) included as Exhibit A (the "Price Quotes"), solely for District's educational purposes in accordance with the terms and conditions of use expressed in this Agreement. Curriculum Associates shall provide the District, including

its Authorized Users with full and complete access to the Digital Products by no later than August 2, 2021.

3. **Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until the District no longer has a validly purchased license to use the Digital Products, unless earlier terminated in accordance with Section 12 hereof (the "Term").

4. **Pricing and Payment.** Pricing for the Digital Products, and any other products being purchased by the District, are listed on the Price Quotes. The Digital Products and any other such products purchased under the Price Quotes may be referred to in this Agreement as "Products". The District will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of the invoice.

5. **Copyright and Proprietary Rights.** The Products and the content contained therein, and any training material provided in connection with the Services, are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Products and in the software, text, graphics, design elements, audio, music, and all other materials contained in the Products are reserved by Curriculum Associates and its licensors. The District may not use the Products in any manner that is not authorized by this Agreement.

6. **Data Ownership and Security.**

   a. In connection with the District's use of i-Ready®, the District will be asked to provide Curriculum Associates with data about the District's students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into i-Ready®. As the District's students use i-Ready®, data will be generated about students' usage, performance and progress. Both the information the District inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data." The District shall own all right, title and interest in and to the Customer Data. However, the District hereby grants Curriculum Associates a limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to i-Ready® available to the District and otherwise fulfill its obligations under this Agreement. Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to

advertise or market to students or parents. Curriculum Associates will not materially change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the District.

b. During the Term of this Agreement, Curriculum Associates shall maintain a copy of all Customer Data on at least two physically-separated locations for its cloud based servers that are located in separate data centers that are geographically separated by at least 10 miles. Customer Data held by Curriculum Associates will be made available to the District upon the District's written request in a format reasonably requested by the District, with the exception of backups, which are automatically deleted over time in accordance with Curriculum Associates' data retention and destruction policies.

c. District hereby grants to Curriculum Associates a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with the Family Educational Rights and Privacy Act ("FERPA"). Such uses may include research analyzing the efficacy of i-Ready, studies focused on improving educational systems and student outcomes more generally, or development efforts related to our product and service offerings. De-identified Data is not considered Customer Data. For purposes of this Agreement, "De-identified Data" means data generated by the usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students.

d. A full description of the security measures that Curriculum Associates takes is set forth in Curriculum Associates' Data Handling Policy, which can be found at https://cdn.i-ready.com/instruction/content/system-check/iReady_Privacy_Policy.pdf Curriculum Associates agrees that with respect to Customer Data, all such security measures outlined therein in will be employed.

7. **Access to the Digital Products.**

a. The District's authorized users will need valid usernames and passwords to access the Digital Products. Curriculum Associates will provide each of the District's authorized users with single sign-on credential that shall include a username and an initial password. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if the District becomes aware

that any of the District's usernames and/or passwords have been compromised.

b. With the exception of interruptions caused by (i) scheduled maintenance or (ii) Exceptions, Curriculum Associates will make the Digital Products available to the District at least 99.5% of the time within each calendar month (the "System Availability"). With respect to scheduled maintenance, Curriculum Associates will:

   i. limit any downtime (whether partial or total) of the Digital Products caused by or resulting from the scheduled maintenance to no more than one hour per scheduled maintenance period if such maintenance period is scheduled to occur between 7:00 am and 5:00 pm on a day when the District is instructing students in accordance with the District's calendar (each such day being a "Class Day");

   ii. limit any downtime (whether partial or total) of the Digital Products caused by or resulting from the scheduled maintenance to no more than eight hours per scheduled maintenance period if such maintenance period is scheduled for (1) a day other than a Class Day or (2) a time where the entire maintenance period can be started and completed between the hours of 5:00 pm and 7:00 am Eastern Time;

   iii. limit the total number of hours of scheduled maintenance each month; and

   iv. schedule the maintenance period either (1) on a day other than a Class Day or (2) at a time where the entire maintenance period can be started and completed between the hours of 5:00 pm and 7:00 am Eastern Time.

8. **Limitations of Use.**

a. The District shall not, nor permit any of its Authorized Users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the 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 the District's organization; or (e) remove any proprietary notices from the Digital Products.

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

9. **Services.** If the Price Quotes include the provision of Services, Curriculum Associates agrees to provide such Services as outlined in the Price Quotes or as otherwise mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.

10. **Representations and Warranties.**

a. Each party represents and warrants to the other party that:

i. it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the Laws of its jurisdiction of incorporation or organization;

ii. it has the full right, power, and authority to enter into this Agreement, to grant any rights and licenses granted hereunder, and to perform its obligations hereunder;

iii. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the party; and

iv. when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

b. Curriculum Associates represents and warrants that:

i. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

ii. it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

iii. (a) no aspect of the Services, Products and/or the District's authorized use thereof infringes or will infringe any intellectual property right of any third party, and, (ii) as of the date hereof, there are no pending or, to Curriculum Associates' knowledge, threatened claims, litigation, or other proceedings pending against Curriculum Associates by any third party based on an alleged violation of any intellectual property right by any aspect of the Services or Products, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) use of the Services or Products in combination with any materials or equipment not supplied or specified by Curriculum Associates, if the infringement would have been avoided by the use of the Services or Products not so combined, and (y) any modifications or changes made to the Products by or on behalf of any person other than Curriculum Associates.

iv. the Services and Products will be in conformity in all material respects with all requirements or specifications stated in this Agreement and Exhibit A.

v. the Digital Products shall perform in accordance with all Documentation, and in no event less than generally accepted industry standards for similar products, and will provide all of the functionality, operation and capability outlined in the Documentation.

vi. the Digital Products shall be free of any harmful code, including but not limited to viruses of any kind, malware or any other code that is capable of damaging the machine on which such code is run or any of the District's data, including any Customer Data

11. **Limitation of Warranties and Liability**. EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE DISTRICT'S REQUIREMENTS, WILL BE ACCURATE OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO

USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL CURRICULUM ASSOCIATES OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CURRICULUM ASSOCIATES TO THE DISTRICT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE DISTRICT TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT.

12. **Indemnification.** Curriculum Associates shall defend, indemnify, and hold harmless the District, including its officers, directors, and employees (each, a "District Indemnitee") from and against all losses, awards, judgments and/or attorney's fees arising out of or resulting from any third-party claim, suit, action, or proceeding (each, an "Action") arising out of or resulting from:

    a. bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Curriculum Associates or Curriculum Associates Personnel; and
    b. Curriculum Associates' breach of any representation, warranty, or obligation of Curriculum Associates set forth in this Agreement

13. **Termination.**

    a. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) days after receipt of written notice of such breach. However, either party may terminate this Agreement immediately upon written notification to the other party (and without the need for a cure period), if on three (3) or more occasions the other party (i) breaches the same section of this Agreement; or (ii) breaches this Agreement in substantially the same way or with substantially similar acts, omissions or failures.

    b. If this Agreement is terminated or otherwise expires for any reason, Curriculum Associates shall provide to the District upon receipt of written request from the District, in a format reasonably requested by the District, all Customer Data, with the exception of backups as noted above.

c. To the extent that the District is the terminating party pursuant to this Section, Curriculum Associates shall provide a pro-rata refund of any costs and/or fees paid by the District for the remainder of the Term of this Agreement.

14. **Notice**. Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862
Attention: Jill Bradford, Vice President, General Counsel
jbradford@cainc.com

Beaufort County School District
2900 Mink Point Boulevard
Beaufort, SC 29902
Attention: Dr. Mary Stratos, Chief Instructional Services Officer
mary.stratos@beaufort.k12.sc.us

Notices may be provided by electronic mail.

15. **Choice of Law and Jurisdiction**. This Agreement and all of the rights and obligations of the parties shall be governed by the Laws and Courts of the State of South Carolina. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction in the State of South Carolina.

16. **Entire Agreement**. This document and all exhibits, attachments and subsequent District purchase orders represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

Beaufort County School District

_____

Name: Frank J. Rodriguez, Ph.D

Title: Superintendent

Curriculum Associates, LLC

Q H 2 Vbl

Name: Robert Waldron

Title: Chief Executive Officer