

Agreement #: SW24-0190-47

Board Item No: _____

Board Date: _____

SOFTWARE LICENSE AGREEMENT
BEWEEN
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
CURRICULUM ASSOCIATES, LLC

This Agreement is entered into by and between the San Diego Unified School District, 4100 Normal Street, San Diego, California 92103, hereinafter referred to as ("District"), and Curriculum Associates, LLC, located at 153 Rangeway Road, North Billerica, MA 01862 hereinafter referred to as ("Provider").

RECITALS

WHEREAS, Public Contract Code 20118.3 allows school districts to purchase, without taking estimates or advertising for bids, instructional computer software packages; and

WHEREAS, District requests to have software available to grant the District a limited, revocable, non-transferable license to access and use its online educational software, called i-Ready® Assessment and Personalized Instruction for Math and Reading; the e-book versions and digital components of Ready® Classroom Mathematics (see Exhibit A); and

WHEREAS, Provider offers the District educational i-Ready software to provide the elements of the digital products and professional development training for the teachers, staff, and students at approved District K-8 and elementary schools; and

NOW, THEREFORE, District and Provider agree as follows:

AGREEMENT

1.0 Provider Obligations and Term

- 1.1 **Provider Software.** Commencing on August 1, 2023 through June 30, 2028, Provider will provide license to assigned District User(s).
- 1.2 **User Support.** Provider will provide District and District User(s) with User Support throughout the Term.
- 1.3 **Uptime.** Provider will use commercially reasonable efforts to make the Provider Software for access by District Users 98% of the time, measured on a monthly basis, excluding Planned Outages. "Planned Outages" means the installation of upgrades, service packs, routine server, application, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Provider Course utilization times. Provider will provide written notification 7 days in advance of any Planned Outage to the District User.
- 1.4 **Security.** Provider will implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable District User information.
- 1.5 **All Rights Reserved.** Provider and its suppliers own all right, title and interest in and to the Provider Software. Other than granting District Users the right to access and use the Provider Software as described in this Agreement, Provider expressly reserves all right, title and interest therein.

2.0 District Considerations

- 2.1 **Hardware/Software.** The Provider's Software will be made available to District Users over the Internet through a web-browser interface. To access the Provider Software, therefore, District Users must have a

Agreement #: SW24-0190-47

suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable).

- 2.2 **Parental Consent.** Not Applicable.
- 2.3 **No Resale Rights.** District will not resell to any third party the right to access or use the Provider Software or provide any third party who is not a District User with access to, or the ability to use, the Provider Software.
- 2.4 **Ordering.** District will submit order per the Scope of Work, herein attached as Exhibit A of Agreement SW24-0190-47 approved by District Board of Education.

3.0 Payment

- 3.1 **General.** In consideration for the rights granted and services provided under this Agreement, District will pay Provider an amount not to exceed One Million One Hundred Thousand Dollars and 00/100 (\$1,100,000.00) see Exhibit A1.
- 3.2 **Payment Terms.** District will pay all Provider invoices issued under this Agreement within thirty (30) days of the invoice date. Payment will be made by purchase order. No payment will be made unless the District verifies that all products and services for which payment is requested have been fully and satisfactorily performed. Provider will submit to District relevant documentation necessary to substantiate the payment requested. For prompt payment, invoice must reference this Agreement, No. SW24-0190-47 and the District issued purchase order. Invoicing must be accurate in all details, and invoices must be submitted to invoices@sandi.net and:

Wendy Ranck-Buhr, Senior Executive Director
Office of Equity, Access & Opportunity
wranck-buhr@sandi.net
619-725-5678

- 3.3 **Taxes.** Amounts stated under Section 3.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of District.
- 3.4 **Non-Funding.** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

4.0 Confidentiality and Public Disclosure

- 4.1 **Confidentiality.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent permitted or required by law or as otherwise expressly authorized herein. The term "Confidential Information" will mean all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Provider's Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information will not include information that was known to the receiving party prior to the disclosing party's disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 4 precludes either party from disclosing Confidential Information when and as permitted by law.
- 4.2 **Public Disclosure.** The parties acknowledge that District is subject to certain laws governing the disclosure of public records. The parties also acknowledge that this Agreement includes terms and conditions regarding

Agreement #: SW24-0190-47

the business practices of Provider that Provider considers proprietary information. Accordingly, District agrees that it will not disclose the terms of this Agreement to any third party except and only to the extent that District is permitted to do so under applicable public disclosure laws.

5.0 Representations and Warranties

5.1 *By Both Parties.* Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement, and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act (FERPA);

- A. No identification for students of their parent(s)/guardian(s) by persons other than representative of Provider and required persons performing activities mandated by the California Department of Education (i.e. auditors) is permitted.
- B. The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.
- C. No Access to individual student data will be granted by Provider to any other person, persons, agency or organization without the written consent of the pupil's parent/ guardian, except for sharing with to the persons within the District or representatives of Provider, so long as those persons have a legitimate interest in the information.
- D. Provider recognizes and agrees that such access will be extended in reliance on presentations made in their assurance, and that the District will have the right to enforcement of their assurances, or revocation of such access (including return of all physical forms of such data and destruction of all electronic data) immediately upon evidence of noncompliance by Provider. This assurance is binding on Provider and such persons as may be employed by Provider to assist in any plans of the contractual obligation to the District.

5.2 *By Provider.* Provider further represents and warrants that District's and District Users' access to and use of the Provider Software as described in this Agreement will not infringe any third-party copyright.

5.3 *WARRANTY DISCLAIMER.* EXCEPT AS SET FORTH ABOVE, PROVIDER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE PROVIDER SOFTWARE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 5.2 THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE. _

6.0 Indemnity

6.1 *Duty to Indemnify.* To the fullest extent allowable by law, Provider agrees to defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, or disclosure of confidential information which might be obtained by Provider during performance of this Agreement; except where caused by the sole negligence or willful misconduct of the Indemnified Parties.

If any action or proceeding, whether judicial, administrative, arbitration or otherwise, will be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Provider will, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

Agreement #: SW24-0190-47

In the event that there will be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Provider will pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Provider will indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

7.0 EXCLUSIONS OF CERTAIN DAMAGES & LIMITATION ON LIABILITY

7.1 *EXCLUSION OF CERTAIN DAMAGES.* NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

8.0 Termination

8.1 *Termination.* The District will have the right to terminate this Agreement and/or any Purchase Order(s) or any part thereof at any time following 30 days written notice.

8.2 *Termination for Convenience.* The terms of this subparagraph will not limit or affect the right of the District to cancel /terminate this Agreement and/or any Purchase Orders for Cause and will not apply to a breach of contract. In case of termination by District of all or any part of this Agreement and/or any Purchase Order(s) without cause. Provider will submit all claims for amount due from the District within thirty (30) days after the effective date of cancellation/termination. Provider will maintain complete and accurate records to support Providers costs. Such records will be available for verification through audit and analysis by the District. The District's maximum liability will be limited to the following:

- A. In no event will Provider be entitled to any amount above monies paid and/or owed for licenses issued up to the date of the termination notice.
- B. Provider will have no claim for any damages, or loss of profit, arising out of any termination for convenience.

8.3 *Termination for Default.* The District may by written notice to Provider, without prejudice to any other rights or remedies provided under this Agreement, by law or in equity, terminate this Agreement and/or any Purchase Order(s) in whole or in part for any of the following circumstances:

- A. If Provider has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
- B. If Provider: 1) fails to perform any of the other terms of this Agreement; or 2) fails to make progress as to endanger the performance of this contract in accordance with its terms, cure or such failure within a period of ten (10) calendar days after receipt of notice from the District specifying such failure.
- C. In the event the District terminates this Agreement in whole or in part, the District may procure, upon such terms and in such manner as it may deem appropriate, services similar to those so terminated, and Provider will be liable to the District for any excess costs, reasonably incurred for such similar supplies or services.
- D. District will be entitled to a pro-rata reimbursement if District shall terminate Agreement for Default.

9.0 Insurance

9.1 *Workers' Compensation.* Provider shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Provider. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Provider may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the District's Risk Manager. The insurer, if insurance is provided, or the Provider, if a program of self-insurance is provided,

Agreement #: SW24-0190-47

shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement. A waiver of subrogation endorsement in favor of the District must be provided.

- 9.2 *Commercial General Liability*** (including operations, products, and completed operations) \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage. If insurance is written on a claim made policy, tail coverage for the duration of the Agreement must be provided. Such coverage shall be retroactive to on or before the Effective Date of this Agreement. Provider shall list District as additional insured on policy and an additional insured endorsement must be provided.
- 9.3 *Minimum Scope of Coverage.*** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL0002 (most recent editions) covering General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.
- 9.3.1 *Additional requirements.*** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy.
- 9.3.1.1** The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- 9.3.1.2** Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
- 9.4 *Professional Liability Insurance.***
- 9.4.1 *General requirements.*** Provider, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim and, as provided for herein, and must be disclosed to and approved by District.
- 9.4.2 *Claims-made limitations.*** The following provisions shall apply if the professional liability coverage is written on a claims-made form:
- 9.4.2.1** The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- 9.4.2.2** Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work.
- 9.4.2.3** If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Provider must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The District shall have the right to exercise, at the Provider's sole expense, any extended reporting provisions of the policy, if the Provider cancels or does not renew the coverage.
- 9.4.2.4** A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.
- 9.5 *Cyber Risk/Cloud Coverage.*** Subject to the limit of \$2,000,000 per claim to be maintained for the duration of the agreement/contract and three years following its termination, to respond to privacy and network security liability claims including but not limited to:

Agreement #: SW24-0190-47

- 9.5.1 Liability arising from theft, dissemination, and/or use of District confidential information including, but not limited to, bank, credit card account, and personally identifiable information such as name, address, social security numbers, student records, etc., regardless of how the information is stored or transmitted.
- 9.5.2 Network security liability arising from (i) the unauthorized access to, use of or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or District data, including denial of service, unless caused by a mechanical or electrical failure.
- 9.5.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, an employee's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon.
- 9.5.4 Crisis-management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.

9.6 All Policies Requirements.

9.6.1 **Acceptability of insurers.** All required coverages must be provided by insurers licensed to conduct business in the State of California and rated "A-, VII" or better by the current Best's Key Rating Guide. Non-admitted carriers must be included on the most recent California List of Accepted Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

9.6.2 **Verification of Coverage.** Certificates of Insurance shall be filed with the District's Strategic Sourcing and Contracts Department. The District reserves the right to require complete copies of all required insurance policies at any time. Provider shall provide, upon District request, complete copies of all policies delivered to Provider by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Provider beginning services, it shall not waive the Provider's obligation to provide them.

*****Include the Contract # on all Certificates of Insurance, Exhibit B.*****

9.6.3 **Notice of Reduction in or Cancellation of Coverage.** Certificates of Insurance shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Diego Unified School District in accordance with California Insurance Code sections 675-679.7." Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

9.6.4 **Additional insured; primary insurance.** District and its officers, employees, agents, and volunteers shall be covered as additional named insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider, as applicable; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

9.6.5 **Deductibles and Self-Insured Retentions.** Provider shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon

Agreement #: SW24-0190-47

the prior express written authorization of Contract Administrator, Provider may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Provider procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

9.6.6 Variation. The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

9.6.7 Remedies. In addition to any other remedies District may have if Provider fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Provider's breach: Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; Order Provider to stop work under this Agreement or withhold any payment that becomes due to Provider hereunder, or both stop work and withhold any payment, until Provider demonstrates compliance with the requirements hereof; and/or Terminate this Agreement.

10.0 Miscellaneous

10.1 Relationship of parties. District and Provider are independent with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment, or partnership relationship.


10.2 Force Majeure. For a reasonable time period, Provider will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond Provider's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms or other similar causes.

10.3 Notices. Any notices given under this Agreement will be delivered either by messenger or overnight delivery service or sent by facsimile with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, and will be deemed to have been given on the day when received by the party to whom the notice is given.

PROVIDER:	DISTRICT:
Legal Department 153 Rangeway Road North Billerica, MA 01862 Email: customercontracts@cainc.com Phone Number: 800-225-0248	Linda Hippe Director, Purchasing and Contracts 2351 Cardinal Lane, Building M San Diego, CA 92123 Email: executedcontracts@sandi.net Phone Number: 858-522-5808

10.4 Assignment. Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

Agreement #: SW24-0190-47

- 10.5 **Waiver/Severability.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement will continue in effect.
- 10.6 **Fingerprint Clearance.** Provider agrees to comply with Fingerprint clearance and TB testing requirements if District desires to have Provider provide on-site professional development. District has determined under Education Code section 45125.1, subdivision (c), that in performing services pursuant to this Agreement, Provider may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Provider will require those employees who may have contact with pupils to submit its fingerprints in a manner authorized by the Department of Justice (DOJ) together with a fee determined by the DOJ in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45125.1.
- Provider will certify in writing that all of its employees who may have contact with pupils have not been convicted of any serious or violent felonies (as defined in Education Code section 45122.1) or is awaiting adjudication of same. This certification will be provided to school site prior to any of Provider's employees visiting any District site.
- 10.7 **Governing Law.** This Agreement will be governed by and construed under the laws of the State of California without regard to its conflict of laws provisions. Venue will be in a court of competent jurisdiction located in San Diego, California.
- 10.8 **No Third-Party Beneficiaries.** This Agreement is for the benefit of, and will be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.
- 10.9 **Electronic Signature.** Provider consents to conducting transactions for this Agreement via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by the District.  (Initials).
- 10.9.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), Provider agrees to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent of my handwritten signature. Provider further agrees that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to the Contract, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. Provider agrees that the transactions conducted electronically relating to this Agreement shall be binding upon me.
- 10.9.2 Provider agrees that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Provider understands that the District may suspend, terminate, or revoke the electronic signature in its reasonable discretion.
- 10.9.3 Provider will use the electronic signature to establish identity and sign electronic documents and forms relating to the Agreement and Amendments. Provider is solely responsible for protecting the electronic signature. If Provider suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then Provider will immediately notify the Strategic Sourcing and Contracts Officer or his/her designee and request that the electronic

Agreement #: SW24-0190-47

signature be revoked. Provider will then immediately cease all use of the electronic signature. Provider agrees to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

10.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.

10.11 Amendment. The Parties may amend this Agreement only by a writing signed by all the Parties and approved by District’s governing board.

10.12 Exhibits. This Agreement includes the following exhibits, all of which are incorporated into the Agreement as if fully set forth herein:

Exhibit A: Scope of Work
Exhibit A1: Pricing Schedule

Exhibit B: Insurance Certificate

IN WITNESS WHEREOF, Provider and District agree to the terms and conditions set forth in this Agreement. This Agreement is signed below by the duly authorized representatives of the parties.

Curriculum Associates, LLC	SAN DIEGO UNIFIED SCHOOL DISTRICT
By: <small>DocuSigned by:</small> <u>Robert Waldron</u> <small>7493D1D74C434C2...</small>	By: _____
Robert Waldron Chief Executive Officer 153 Rangeway Road North Billerica, MA 01862 Tel: 978-528-4179 Email: customercontracts@cainc.com	Linda Hippe Director, Purchasing and Contracts 2351 Cardinal Lane, Building M San Diego, California 92123 Tel: 858-522-5808 Email: executedcontracts@sandi.net
Date: <u>August 3, 2023</u>	Date: _____
APPROVED AS TO FORM AND LEGALITY	Approved in a public meeting of the Board of Education of the San Diego Unified School District on: _____
By: <small>DocuSigned by:</small> <u>Karin Anderson</u> <small>7122CDA2C8C24B9</small>	By: _____
Karin Anderson, Assistant General Counsel II Office of General Counsel San Diego Unified School District	Marty Stultz, Board Action Officer San Diego Unified School District Board of Education
Date: <u>August 7, 2023</u>	Date: _____
APPROVED TO CONTENT	
By: <small>DocuSigned by:</small> <u>Wendy Ranck-Buhr</u> <small>75D0032C0E48</small>	
Wendy Ranck-Buhr, Senior Executive Director Equity, Access and Opportunity Division San Diego Unified School District	
Date: <u>August 7, 2023</u>	

EXHIBIT A
SCOPE OF WORK

Introduction:

Provider grants the District a limited, revocable, non-transferable license to access and use its online educational software, called i-Ready® Assessment and Personalized Instruction for Math and Reading and digital components of Ready® Classroom Mathematics; The purpose of this educational i-Ready software is to provide the elements of the digital products and professional development training for the teachers, staff, and students at approved District K-8 and Elementary Schools.

Definitions:

i-Ready Program: This is a school-based online program that provides a limited, revocable, non-transferable license to access and use its educational software, called iReady® Assessment and Personalized Instruction for Math and Reading.

Participants: Are the Students, Teachers, Staff, and School Administrators

Curriculum Associates i-Ready Professional Development Specialists: Referred to as Provider PD Specialists

1. Services Provided:

- a. Professional development and training services (the "Services") will be provided to the school staff as mutually agreed by the parties at a time and place as approved by the school site administration.
- b. Provider will deliver the Services professionally and skillfully and in accordance with any applicable industry standards.
- c. Services include up to three (3) formal professional development training sessions per approved school site per year, to be delivered onsite or virtually, based upon school needs. Additional sessions may be purchased per the cost listed in the pricing schedule in Exhibit A1.

2. Pricing:

- a. Please see Exhibit A1 for pricing schedule breakdown.
- b. Payment will be issued by Purchase Order within thirty (30) days upon approval of any invoices. All invoices must reference Agreement number SW24-0190-47 and the issued PO Number.

3. Consultant/Professional Responsibilities:

- a. Provider will perform the tasks throughout various stages of this project. Section 6 provides a list of duties that will occur for a successful implementation of the project.

4. District Responsibilities

- a. The District will provide and arrange meeting space for all required Provider meetings with school staff.

5. Schedule of Events/Milestones:

- a. Year One (1) project schedule:
 - i. Phase I—Planning, Setup, and Delivery Date: Summer 2023.
 - ii. Phase II—Training, Implementation, and Professional Development Date: Prior to back-to-school 2023.
 - iii. Phase III—Site-Based Support Date: TBD-Fall 2023.
 - iv. Phase IV—Program Evaluation and End-of-Year Planning Spring 2024.
 - v. Ongoing support through the current license term of August 31, 2024. Additional support to be provided concurrent with annual license renewals.

- vi. Provider will collaborate with District teachers, staff, and school administration to refine and finalize the dates, milestones, and deliverables for the 2023-2024 school year.
- b. Years Two (2) through five (5) project schedule:
 - i. Phase I—Planning, Setup, and Delivery Date: Summer prior to back-to-school.
 - ii. Phase II—Training, Implementation, and Professional Development Date: Prior to back-to-school.
 - iii. Phase III—Site-Based Support Date: TBD Fall.
 - iv. Phase IV—Program Evaluation and End-of-Year Planning TBD Spring.
 - v. Ongoing support through the current license term. Additional support to be provided concurrent with annual license renewals.
 - vi. Provider will collaborate with District teachers, staff, and school administration to refine and finalize the dates, milestones, and deliverables for the school year.

Phase I - Planning, Setup, and Delivery:

1. Milestone Phase 1: Training Implementation Plan
 - a. Determine and solidify school goals, participants, and deliverables for the project to establish accountability measures.
 - b. District and school leadership team will participate, along with the Provider's implementation team.
 - c. The estimated start is Summer 2023.
 - d. The deployment schedule will be established, via conference calls, and GoToMeeting, or face to face meetings.
2. Milestone Phase 2: Account Setup and Delivery
 - a. Import all users into i-Ready before implementation/deployment.
 - b. District, Provider, and any other essential personnel will participate in this milestone phase.
 - c. This phase will begin upon the completion of Phase 1 above.
 - d. Providers will work with the District's IT Team to establish the best method for onboarding roster information through an automated nightly sync process or a standard onboarding workbook.
 - e. Automated provisioning can take up to approximately 2½–3 weeks.
 - f. Onboarding via Excel workbook will take approximately 5–7 business days after receiving a complete, error-free onboarding Excel workbook.
3. Milestone 3: Data-Driven Leadership Best Practices I—Centralized Professional Development
 - a. Data-Driven Leadership Best Practices I help leaders establish effective implementation strategies, and foundations help to support student growth.
 - b. Teachers, staff, and school administrators new to the Program will experience hands-on exploration with reports and features designed especially for school administrators.
 - c. This Program helps to assist with data-driven decision making and instructional planning. As time permits, participants discuss the "Top Leader Actions" for successful assessment, instruction, student engagement, and develop communication plans that support a robust i-Ready rollout.

Phase II- Training, Implementation, and Professional Development:

The duration of the onsite, direct-to-staff training sessions will include up to six (6) hours of training for a maximum of 30-35 participants for each session.

Teacher-Led and Online Instruction:

1. Tools For Instruction, i-Ready Instruction (throughout the school year).
 - a. The objective is to support student learning with targeted, differentiated instruction, delivered in-class by teachers, along with online support from i-Ready education. The participants in this Program are teachers, staff, and students performing at grade levels K–8.
 - b. This Program is provided throughout the school year.

- c. The Program will provide dedicated online teacher instructional lesson modules. Supplemented teacher-led small-groups or 1:1 reports and downloadable instructional resources will provide additional classroom support.
2. Small-Group Differentiation:
 - a. The Program will provide teacher-led activity tool support for professional instructional development called, Teacher Toolbox (optional purchase) and i-Ready. These activities will range between 15–45 minutes in duration.
 3. Personalized Learning and Intervention:
 - a. i-Ready online lesson modules: targeted 30-50 minutes per subject per week.

The i-Ready Diagnostic Assessment Administration Tool:

1. This Program will be provided to the school site, three to four (3-4) times per school year based on school/district discretion
 - a. The objective of this Program is to pinpoint student strengths and need assessments to determine the skill level and comprehensive, to provide "real time" reports, and to provide any resources needed to inform teachers, staff, and administrators' decision-makers.
 - b. The participants include the students, teachers, staff, and school administrators.
 - c. The recommended implementation dates are for a full school year.

The Provider recommends administering the Program at the beginning of the school year, mid-year, and or towards the end of the school year. This recommendation also provides the services to be implemented three (3) times per year, with 12–18 weeks of teacher support between these training periods.

Diagnostic Assessment Administration Timing (informational only):

1. The administration of the diagnostic assessment tool is untimed. Testing may be administered over multiple sessions to meet schedules or to accommodate other changes.
 - a. For students in grades K–1: CA recommends scheduling two (2) sessions comprising of 10-12-minute periods for each subject. On average, students in grades K–1 take approximately 25–35 minutes of active testing time to complete the diagnostic for each item, with the vast majority completing in <45 minutes.
 - b. For students in grades 2–5: CA recommends scheduling two (2) sessions comprising 20-25-minute periods for each subject. On average, students in grades 2–5 take approximately 40–60 minutes of active testing time to complete the diagnostic for each item, with the vast majority completing in < 80 minutes.
 - c. For students in grades 6–8: CA recommends scheduling two (2) sessions comprising 24-30 minute periods for each subject. On average, students in grades 6–8 take approximately 60–75 minutes of active testing time to complete the diagnostic for each item, with the vast majority completing in < 90 minutes.

Onsite Professional Development:

The teacher, professional development training, provides up to six (6) hours of onsite learning sessions within a single day, with no more than 30-35 teachers per session.

The three (3) Year 1 Professional Development Trainings are as follows:

1. Getting Good Data:

- a. The objective of getting useful data is the integral first step at the beginning, implementing the i-Ready Program and building a classroom data culture with teacher's students.
- b. The first step is for teachers and staff to take the i-Ready diagnostic assessment and learn how to administer it to replicate reliable student data collection. As time permits, teachers may explore additional students' data chats.
- c. The participants will include the district teachers, staff, administrators, and Professional/Consultant Development Specialist(s).
- d. The District shall determine the estimated start date(s). The diagnostic assessments will be administered first, and then the account setup will occur afterward.
- e. The conclusion of the onsite, direct-to-staff sessions (up to six hours) with a maximum of 30-35 participants.

Using Data to Plan Instruction - Onsite Professional Development:

1. The objective of the data-driven leadership best practices is to help the teachers and staff establish effective implementation strategies and foundations in support of student growth and success.
 - a. The participants are the teachers, and staff who may be unfamiliar with the i-Ready Program to be introduced to a "hands-on" exploration of reports and features available to school site teachers, staff, and administrators.
 - b. These data reports help the teachers and staff prepare to use the i-Ready Program, assist with decision making, and instructional planning.
 - c. The established dates will be determined by the District but must occur at a minimum of two weeks after the close of the first diagnostic assessment window.
 - d. As time permits, participants may discuss the topic of the "Top Leader Actions" for successful assessment, instruction, student engagement and in developing communication plans in support of the i-Ready rollout, contained in the i-Ready Handbook
 - e. The duration of the onsite, direct-to-staff sessions will include up to six hours of training for a maximum of 30-35 participants at any one time during the session.

Phase III - Site-Based Support:

Tailored Support – Custom Onsite Professional Development:

1. The overall goal is to provide sessions designed to support building-level implementation for users at all levels. The Program may be adapted to meet specific user needs and for professional learning structures.
 - a. Objectives of Supporting Fidelity: Together with the District and Provider PD Specialist, identify the data trends, and make recommended topics in understanding the Program's path to success. This session ensures momentum from Using Data to Plan Instruction, which extends to the second diagnostic and beyond.
 - b. The content will be tailored to the specific needs of the school.
 - c. The participants are the teachers and staff, and the Professional Development Specialist(s)
 - d. The set date(s) will be determined by the District but will occur between the diagnostic assessment windows.

Ongoing Support:

1. Ongoing Monitor Regular Usage
 - a. The Provider and Implementation Team, will regularly monitor the school i-Ready Program usage to ensure the established procedures adhere per the contract requirements.

- b. The school teachers, school site administrators, along with Provider account manager, and implementation services team will participate with this monitoring.
 - c. Ongoing monitoring will occur throughout the year.
 - d. Emails and phone calls to school site Principal, or site designee.
2. Ongoing: Refresher Webinars and Supporting Documentation
- a. Ongoing training, FAQs, and product manuals are available 24/7 to help the teacher and student users to effectively implement and use the Program.
 - b. The teachers and school site administrators will most likely be using these refresher webinars and supporting documentation.
 - c. This Support to be provided throughout the year.
 - d. The district users will have 24/7 access to the supplementary professional development modules. These modules will be available on the Provider's website for self-paced training, help documentation, and implementation resources.

Access to the Digital Product:

The District's authorized users will need a valid username and password to access the Digital Products. The District will be responsible for the integrity and security of said usernames and passwords, and will advise Provider immediately should any of the District's usernames and passwords be compromised.

Provider will use commercially reasonable efforts to make the Digital Products available to District 24 hours a day, except for (a) planned downtime, in which Provider will provide District with reasonable notice when possible.

Providers shall minimize downtime during the hours between 5:00 p.m. Eastern time until 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Provider' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.

Limitations of Use:

The District will not 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 the students or staff within the District's organization; and (e) remove any proprietary notices from the Digital Products.

District may not reproduce, upload, post, transmit, download or distribute any part of the Digital Products content or information, or information accessed from other school sites through links made from the Digital Products. District schools may print out or download portions of the text and images connected with the work performed at the school site.

Place of Performance:

I-Ready is a Software Service (SaaS) and will be provided remotely to all District K-8 and Elementary Schools as needed. Providers will also offer Professional Development (PD) to the school staff, as mutually agreed upon by the parties, during the term of the Agreement. Providers will meet with school staff for professional development training based upon school needs.

6. Evaluative Criteria:**Program Review and Evaluation:**

The objective is to discuss mid-to-end-of-year growth reports, review results, and evaluate program efficacy with the teachers, staff, and school administrators.

- a. The participants are the teachers, staff, the school site administrators, and the Provider's implementation team.
- b. This event will usually occur twice per year after the implementation of the second and third diagnostic assessments have been administered.
- c. The Program evaluation shall be presented by the Professional/Consultant to the school site administrator, as agreed.
- d. Provider will provide data summary reports to the District staff.

7. Additional Terms Regarding Privacy of Student/Pupil Records

- a. Student or pupil records includes any information directly related to a student/pupil that is maintained by the District; and any information acquired directly from the student/pupil through the use of Provider's software or applications assigned to the student/pupil by a District employee. Such student or pupil records, which do not include Deidentified Data used for development, functionality, and research purposes as defined below, continue to be the property of and under the control of the District.
- b. If applicable, District students/pupils may retain possession and control of their own pupil-generated content or may transfer pupil-generated content. Provider will transfer pupil-generated content to a personal account upon written District request. Pupil-generated content does not include pupil responses to standardized assessments where pupil possession and control would jeopardize the validity and reliability of that assessment.
- c. Provider will not use any information in the student/pupil record for any purposes not required or specifically permitted by this Agreement. Provider will not use personally identifiable information in student/pupil records to engage in targeted advertising.
- d. Parents/guardians or adult student/pupils may review and request to correct personally identifiable information in the student/pupil record pursuant to FERPA, related Education Code provisions, and District Policy and Regulations by contacting their student's teacher or school administrator. The teacher or school administrator can then verify the identity of the requesting party and the District will notify Provider of the request.
- e. Provider will ensure that its responsible personnel are appropriately trained to ensure security and confidentiality of student/pupil records in accordance with applicable laws and with this Agreement.
- f. Provider will notify District within 48 hours upon discovery of any use or disclosure of pupil/student records that was not authorized by this Agreement or applicable student confidentiality laws. Provider will assist District with its notification of impacted parents/guardians or adult students, if required.
- g. Provider certifies that pupil/student records shall not be retained or available to Provider upon 30 days of receiving written request from the District to return or destroy records upon completion of the terms of this Agreement. For the avoidance of doubt, pupil/student records which may have been archived for disaster recovery purposes will be removed from Provider's backup servers over time, in accordance with Provider's data retention and destruction policies, consistent with standard industry practice. Any such archived pupil/student records shall remain fully subject to the confidentiality obligations set forth in the agreement

8. District Software Agreement Exceptions Taken by Provider:

Provider has taken the following exceptions to the Software License Agreement. These agreed upon exceptions are now part of this Agreement:

A. Section 1.0 Provider Obligations and Term, Subsection 1.3 Uptime.

Provider will use commercially reasonable efforts to make the Provider Software for access by District Users 98% of the time, measured on a monthly basis, excluding Planned Outages. "Planned Outages" means the installation of upgrades, service packs, routine server, application, or network configuration changes, and other reasonable

maintenance activities. Planned Outages will be conducted during off-peak Provider Course utilization times. Provider will provide ~~written~~ *notification* 7 days in advance of any Planned Outage to the District User *via a conspicuous posting on its website.*

B. Section 3.0 Payment, Subsection 3.2 Payment Terms.

District will pay all Provider invoices issued under this Agreement within thirty (30) days of the invoice date. Payment will be made by purchase order. No payment will be made unless the District verifies that all products and services for which payment is requested have been fully and satisfactorily performed, *except for payments for annual subscriptions to hosted software solutions, where payments are due upon the District receiving access to such software.*

C. Section 4.0 Confidentiality and Public Disclosure, Subsection 4.1 Confidentiality.

Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent permitted or required by law or as otherwise expressly authorized herein. The term "Confidential Information" will mean all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Provider's Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information will not include information that was known to the receiving party prior to the disclosing party's disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 4 precludes either party from disclosing Confidential Information when and as permitted by law. *For the avoidance of doubt, for the purpose of this Agreement, Confidential Information and "student data" excludes de-identified data, which refers to data generated from usage of its products and services from which all personally identifiable information has been removed or obscured so that it does not identify any individual and there is no reasonable basis to believe that the information can be used to identify individuals ("De-identified Data"). Provider maintains the perpetual right to use De-identified Data for product development, product functionality and research purposes, only as allowed under applicable federal and state laws, such as the Family Educational Rights and Privacy Act (FERPA) and California Education Code 49073.1.*

D. Section 5.0 Representations and Warranties, Subsection 5.1 By Both Parties.

B. The individual student data will be destroyed *upon written request from the District* when no longer needed for the purpose(s) for which they were obtained, *except for backups, which are automatically destroyed over time in accordance with Provider's data retention and destruction policies.*

E. Section 5.0 Representations and Warranties, Subsection 5.1 By Both Parties.

D. Provider recognizes and agrees that such access will be extended in reliance on presentations made in their assurance, and that the District will have the right to enforcement of their assurances, or revocation of such access (including return of all physical forms of such data and destruction of all electronic data *upon written request of the District*) immediately upon evidence of noncompliance by Provider. This assurance is binding on Provider and such persons as may be employed by Provider to assist in any plans of the contractual obligation to the District.

F. Section 6.0 Indemnity, Subsection 6.1 Duty to Indemnify.

To the fullest extent allowable by law, Provider agrees to defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any *third party* claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, or disclosure of confidential information which might be obtained by Provider during performance of this Agreement; except where caused by the sole negligence or willful misconduct of the Indemnified Parties.

If any action or proceeding, whether judicial, administrative, arbitration or otherwise, will be commenced on account of any *third party* claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Provider will, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

In the event that there will be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Provider will pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Provider will indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

G. Section 8.0 Termination, Subsection 8.3 Termination for Default

C. In the event the District terminates this Agreement in whole or in part, the District may procure, upon such terms and in such manner as it may deem appropriate, services similar to those so terminated. ~~and Provider will be liable to the District for any excess costs, reasonably incurred for such similar supplies or services.~~ *Should the District be unsatisfied with the products and services provided, this Agreement can be terminated upon written request and a pro rata refund will be issued.*

H. Section 9.4 Professional Liability Insurance, Subsection 9.4.1 General Requirements.

Provider, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for ~~licensed~~ professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim and, as provided for herein, and must be disclosed to and approved by District.

I. Section 9.6 All Policies Requirements, Subsection 9.6.2 Verification of Coverage

Certificates of Insurance shall be filed with the District's Strategic Sourcing and Contracts Department. The District reserves the right to require ~~complete copies~~ *declaration pages* of all required insurance policies at any time. Provider shall provide, upon District request, complete ~~copies~~ *declaration pages* of all policies delivered to Provider by the insurer, including complete copies of all endorsements attached to those policies. All copies of *declaration pages policies* and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Provider beginning services, it shall not waive the Provider's obligation to provide them.

J. Section 9.6 All Policies Requirements, Subsection 9.6.4 Additional insured; primary insurance.

District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider, as applicable; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies *required under this Agreement* stating that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

i-Ready Pricing for San Diego Unified

Years 1-2 (2023-2025)			Years 3-5 (2025-2028)		
i-Ready			i-Ready		
Current Enrollment	Single Subject	Both Subjects	Current Enrollment	Single Subject	Both Subjects
< 200	\$4,860.00	\$8,300.00	< 200	\$5,103.00	\$8,715.00
201-350	\$8,300.00	\$13,900.00	201-350	\$8,715.00	\$14,595.00
351-500	\$11,820.00	\$19,750.00	351-500	\$12,411.00	\$20,737.50
501-800	\$13,910.00	\$23,270.00	501-800	\$14,605.50	\$24,433.50
801-1,200	\$17,890.00	\$29,810.00	801-1,200	\$18,784.50	\$31,300.50
1,201+	\$20,010.00	\$33,320.00	1,201+	\$21,010.50	\$34,986.00
i-Ready Per Student			i-Ready Per Student		
Assessment Suite	Assessment and Personalized Instruction	Upgrade to Instruction	Assessment Suite	Assessment and Personalized Instruction	Upgrade to Instruction
\$7.25	\$34.25	\$27.00	\$7.61	\$35.96	\$28.35
Professional Development			Professional Development		
Single face to face session	Webinar		Single face to face session	Webinar	
\$2,000	\$600		\$2,100	\$630	
Teacher Toolbox			Teacher Toolbox		
Current Enrollment	Single Subject	Both Subjects	Current Enrollment	Single Subject	Both Subjects
< 200	\$1,290.00	\$2,580.00	< 200	\$1,354.50	\$2,709.00
201-350	\$2,360.00	\$4,720.00	201-350	\$2,478.00	\$4,956.00
351-500	\$3,550.00	\$7,100.00	351-500	\$3,727.50	\$7,455.00
501-800	\$4,080.00	\$8,160.00	501-800	\$4,284.00	\$8,568.00
801-1,200	\$5,060.00	\$10,120.00	801-1,200	\$5,313.00	\$10,626.00
1,201+	\$5,500.00	\$11,000.00	1,201+	\$5,775.00	\$11,550.00

NOTES:

- *Current enrollment is based on the **total** K-8 size of the site
- *To ensure successful implementation, professional development is required with all i-Ready purchases. Your sales representative will work with you to determine a professional development plan that best reflects your implementation's needs.
- * Minimum of 150 licenses required to start with i-Ready
- *PD is required for ALL i-Ready purchases



CERTIFICATE OF LIABILITY INSURANCE

Exhibit B

DATE (MM/DD/YYYY)

3/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Marisa Coppola O'Malley PHONE (A/C. No. Ext): 781-309-9482 FAX (A/C. No): 781-586-7763 E-MAIL ADDRESS: MCoppolaOMalley@easterninsurance.com												
INSURER(S) AFFORDING COVERAGE													
INSURED 257957 Curriculum Associates LLC 153 Rangeway Road North Billerica MA 01862	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : Hartford Fire Insurance Co</td> <td style="text-align: right;">NAIC # 19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td style="text-align: right;">27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Ins Co</td> <td style="text-align: right;">29424</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines Insurance Co</td> <td style="text-align: right;">10172</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Hartford Fire Insurance Co	NAIC # 19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Ins Co	29424	INSURER D : Westchester Surplus Lines Insurance Co	10172	INSURER E :		INSURER F :	
INSURER A : Hartford Fire Insurance Co	NAIC # 19682												
INSURER B : Trumbull Insurance Company	27120												
INSURER C : Hartford Casualty Ins Co	29424												
INSURER D : Westchester Surplus Lines Insurance Co	10172												
INSURER E :													
INSURER F :													

COVERAGES

CERTIFICATE NUMBER: 651481973

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestat <input checked="" type="checkbox"/> \$1M Occ/\$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		08UUNBA6769	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		08UENBA7382	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08XHUBA6907	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	08WBAE7J6L	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability & Cyber Liability			F15306580004	1/1/2023	1/1/2024	Each Claim/Agg Prof/Cyber Deductible \$5,000,000 / \$250,000/\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant/Professional, including the insured's general supervision of Consultant/Professional; products and completed operations of Consultant/Professional, as applicable; premises owned, occupied, or used by Consultant/Professional; and automobiles owned, leased, or used by the Consultant/Professional in the course of providing services pursuant to this Agreement, per attached policy form. General liability is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage. Waiver of subrogation applies to District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement as respects workers compensation per attached forms.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

San Diego Unified School District 4100 Normal Street San Diego CA 92013	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
---	--

AGENCY CUSTOMER ID: 257957

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eastern Insurance Group LLC		NAMED INSURED Curriculum Associates LLC 153 Rangeway Road North Billerica MA 01862	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.

In Process