

APPROVED

180204

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:
Sept Board
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 9/01/2017

Contact Name (Person Overseeing the Contract): Terry Connor / M. Larson Telephone Number: 904-284-6579

School/Department Submitting Contract: Curriculum and Instruction

Vendor Name: Curriculum Associates

Contract Title: i-Ready - Amendment No. 1

Contract Type: New Renewal Amendment Extension
 Date Original Contract Approved: 6/29/2017 Prior Year's Pricing: N/A

Contract Term: One Year Renewal Option(s):

Contract Cost: \$14,600 Payment Schedule (Are the payments made monthly, when task is finished, etc):

Funding Source: 0100.5100.0529.9003.2017 (\$10,100) 0100.5100.0529.9111.1128 (\$4,500)

Strategic Plan Tie-in Explanation: Improve the instructional framework, processes, and structures that enrich student achievement.

Background/Discussion/Research/Alternatives: The i-Ready program will ensure that all students are assessed, instructed, and monitored, using tools that are research-based, directly aligned to state standards and assessments, and provide prescriptive pathways for success of every individual student. Prior to the use of i-Ready, there was not a universal tool administered across the county for these two areas in Tier II or Tier III instruction.

This amendment provides KHH with the same access to i-Ready as all other schools, which serve the same applicable grade levels, currently have.

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED If more space is needed, please attach Word document.

- Completed Contract Review Form
- Original Contract and all Terms & Conditions that apply with the Contract
- SIGNED SBCC Addendum A *
*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum (If exempt from Workers' Compensation Insurance they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.

Approvals			Comments
Superintendent:	Approved	Denied	Add for Kystne
Review Date:	<i>[Signature]</i>		
District Attorney:	Approved	Denied	IT approved Original Agreement
Review Date: 9/7	<i>[Signature]</i>		
Information & Technology:	Approved	Denied	
Review Date:	<i>[Signature]</i>		
Finance: 9/7	Approved	Denied	w/ attach B & no changes to Terms of original contract
Review Date:	<i>[Signature]</i>		
Insurance Certificate:	Approved	Denied	
Review Date: 9/7/17	<i>[Signature]</i>		
Purchasing:	Approved	Denied	
Review Date: 9/7/17	<i>[Signature]</i>		

**AMENDMENT NUMBER ONE (NO. 1) TO AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
AND
CURRICULUM ASSOCIATES, LLC**

WHEREAS, the School Board of Clay County, Florida (“Board” or “District”), and Curriculum Associates, LLC (“CA” or “Contractor”), collectively referred to hereinafter as “the Parties,” entered into a Customer Agreement dated July 19, 2017 (“2017 Agreement”);

WHEREAS, the 2017 Agreement concerns the licensing and provision of computer-based education programming, assessment, and associated services for a limited number of District students and employees (“the Program”);

WHEREAS, the 2017 Agreement remains in effect and may only be modified by written agreement of both Parties; and

WHEREAS, the Parties now seek to modify and expand the scope of services set forth in the 2017 Agreement such that the Program will be made available to students and employees at Keystone Heights JR/SR High School in Clay County, Florida.

NOW, THEREFORE, in exchange for their mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows as of the date upon which this document is fully executed by the Parties (“Effective Date”):

1. The 2017 Agreement is hereby amended such that the Program will be made available to a greater number of students, as specifically set forth in *Attachment A* to this Amendment No. 1 (*August 28, 2017 Price Quote*).
2. The terms of the products, services, prices, and costs contained in Attachment A which do not conflict with those in the 2017 Agreement are hereby incorporated by reference and made part of this Amendment No. 1 to the 2017 Agreement.
3. In all other respects, unless expressly modified by or contrary to those hereby made, the terms and conditions of the 2017 Agreement shall continue in full force and effect.

WHEREFORE, the Parties, by and through the signatures of their authorized representatives below, agree to be bound by this Amendment No. 1 to the 2017 Agreement.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____ Date: _____
Janice Kerekes
School Board Chair

AND

CURRICULUM ASSOCIATES, LLC

By: _____ Date: _____
[printed name]
[position/office]

**Attention To**

Clay Co School District
 Sabrina Thomas
 900 Walnut St
 Green Cv Spgs FL, 32043
 sabrina.thomas@myoneclay.net
 (904) 336-9576

Keystone Heights JR/SR High School i-Ready Math

8/28/2017

Dear Sabrina Thomas,

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: 130055.1		<i>Valid for 30 Days</i>	
Product:		Amount	
i-Ready		\$10,100.00	
Professional Development		\$4,500.00	
Shipping/Tax/Other		\$0.00	
Total:		\$14,600.00	

Thank you again for your interest in Curriculum Associates.

Sincerely

Mary Arnold
 386-449-9255
 marnold@cainc.com



P.O. Box 2001 • N. Billerica, MA 01862-0901
 Phone: 800-225-0248 • Fax: 800-366-1158
 Email: orders@cainc.com

Prepared For

Sabrina Thomas
 Clay Co School District
 900 Walnut St
 Green Cv Spgs, FL 32043
 (904) 336-9576
 sabrina.thomas@myoneclay.net

Price Quote

Quote Date: 8/28/2017 • Valid for 30 Days
 Quote ID:130055.1

F.O.B.: N. Billerica, MA 01862
 Shipping: Shipping based on MDSE total (min: \$12.99)
 Terms: Net 30 days, pending credit approval
 Fed. ID: #26-3954988

CA Sales Representative

Mary Arnold
 386-449-9255
 marnold@cainc.com
 Created by: MARY ARNOLD
 Modified by: MARY ARNOLD

Please submit this quote with your purchase order.

Item #	Product Name	Qty	Retail Price	Unit Price	Total
14943.0	i-Ready Diagnostic and Instruction Math Site License 351-500 students 1 Year	1	\$10,100.00	\$10,100.00	\$10,100.00
19979.0	i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Started, Understanding Data, and Tailored Support (All sessions up to 6 hrs)	1	\$4,500.00	\$4,500.00	\$4,500.00
Special Notes			Merchandise Total		\$14,600.00
			Voucher/Credit		\$0.00
			Estimated Tax		\$0.00
			Estimated shipping to US 32043:		\$0.00
			Merchandise Savings		\$0.00
			Total		\$14,600.00

Curriculum Associates® LLC

Placing an Order

Please attach quote to all signed purchase orders.

- 1) Email: orders@cainc.com
- 2) Fax: 1-800-366-1158
- 3) Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates, LLC
P.O. Box 2001
North Billerica, MA 01862-0901

Please visit www.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.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows.

Order amount	Percentage of Order
\$999.99 and less	12% with \$12.99 minimum freight charge
\$1,000 to \$4,999.99	10%
\$5,000 to \$99,999.99	8%
\$100,000 and more	6%

Please contact local CA Sales Representative, customer service (1-800-225-0248), or <http://www.curriculumassociates.com/> for expedited shipping rates.

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. All deliveries are to be F.O.B. destination as stated on Purchase Order.

Payment Terms

Payment terms are in Customer Agreement.

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. 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 back of your packing slip. i-Ready® 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 licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to Ready® Student Sets, Ready® Teacher Sets, and BRIGANCE® Kits.

For more information about the return policy, please visit <http://www.curriculumassociates.com/help/default.aspx?topic=188>.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/17

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 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 R.L. Tennant Insurance Agency I P.O. Box 600069 Newton, MA 02460		CONTACT NAME: Marisa Coppola PHONE (A/C, No. Ext): (617) 969-1300 FAX (A/C, No.): (617) 969-6933 E-MAIL ADDRESS:	
INSURED Curriculum Associates LLC 153 Rangeway Road North Billerica, MA 01862		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Graphic Arts Insurance Company	NAIC # 25984
		INSURER B: Utica Mutual Insurance Company	NAIC # 25976
		INSURER C: Philadelphia Insurance Company	NAIC # 18058
		INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPP 3262601	1/1/17	1/1/18	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAC 3538192	1/1/17	1/1/18	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CULP 3262602	1/1/17	1/1/18	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	3544492	1/1/17	1/1/18	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 ✓ EL DISEASE - FA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		PHSD1204229	1/1/17	1/1/18	General Agg 3,000,000 Deductible 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

School Board of Clay County is named as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Clay County District Schools
 925 Center Street
 Green Cove Springs, FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Walter Tennant

© 1988-2010 ACORD CORPORATION. All rights reserved.

**ORIGINAL
BOARD
APPROVED
AGREEMENT**



Customer Agreement

This Customer Agreement is entered into by and between the School Board of Clay County, Florida ("District" or "Board"), with offices at 900 Walnut Street, Green Cove Springs, FL 32043, 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 19, 2017 (the "Effective Date").

1. License

Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Diagnostic & Instruction for math and/or reading (the "Product") for which the District has paid the license fees set forth in Section 3 below, and solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement.

2. Term

This Agreement shall take effect on the Effective Date and shall remain in effect until Customer no longer has a validly purchased license to use the Product, unless earlier terminated in accordance with Section 10 hereof. The Agreement may be renewed annually by the agreement of both parties.

3. Pricing and Payment.

Pricing for the initially purchased Product is described in Attachment A, Price Quote, the terms of which are hereby integrated. The District will provide Curriculum Associates a valid Purchase Order Curriculum Associates shall be paid in accordance with the Florida Prompt Payment Act upon submission of invoices to the District at the prices stipulated on the Purchase Order at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act. An original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043.

4. Copyright and Proprietary Rights

The Product and the content contained therein 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 Product and in the software, text, graphics, design elements, audio, music and all other materials contained in i-Ready® are reserved by Curriculum Associates and its licensors. The District may not use the Product in any manner that infringes the proprietary rights of any person or entity.

5. Data Ownership and Security

In connection with the District's use of the Product, 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 the Product. As the District's students use the Product, 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: (a) limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to the Product available to the District and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to use the Customer Data for product development, research and other purposes, so long as such use and maintenance of Customer Data are consistent with the Family Education Rights and Privacy Act ("FERPA"), the applicable portions of sections 1022.22 and 1022.221 of the Florida Statutes, and other federal and state laws and regulations applicable to the Customer Data. Curriculum Associates represents that it will neither use nor share the Customer Data in a manner which personally identifies a student or reveals personally identifiable information. All Customer Data held by Curriculum Associates will be promptly made available to the District upon the District's request.

Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the District. For a full description of the security measures that Curriculum Associates takes, please review Curriculum Associate's data handling policy by clicking here http://i-ready.com/support/iReady_DataHandlingPolicy.pdf.

6. Access to the Product

The District's authorized users will need valid usernames and passwords to access the Product. The District is responsible for the integrity and security of these usernames and passwords. The District will promptly advise Curriculum Associates upon notice or actual knowledge that usernames or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Product available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice when possible, and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associate's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

7. Limitations of Use

The District shall not, nor shall it permit any authorized user to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Product; (b) modify, copy, translate, or create derivative works based on the Product or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Product; (d) use the Product 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 Product.

The District may not reproduce, upload, post, transmit, download or distribute any part of the Product content or information, or information accessed at other sites through links made from the Product, 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 Product 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 Product 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.

8. **Services.** To the extent that Attachment A includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place, and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with applicable industry standards.

9. **Limitation of Warranties and Liability**

EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO 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.

10. **Termination**

Curriculum Associates reserves the right to terminate the Agreement at any time if the District does not comply with the terms and conditions, including non-payment.

Likewise, the District reserves the right to terminate this Agreement at any time and at its convenience. Upon written notice of such termination to Curriculum Associates, the District shall be relieved of all obligations under the Agreement. The District shall be required to pay Curriculum Associates outstanding amounts due for work and services satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to Curriculum Associates or its agents.

11. **Notice**

Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt by:

Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862
Attention: Jill Bradford, Vice-President, General Counsel
Tel: 978-339-4388
Fax: 800-355-1158
jbradford@cainc.com

District

Dr. Theresa Stahlman
Clay County School District
900 Walnut Street
Green Cove Springs, FL 32043
(904) 284-6500
Theresa.stahlman@myoneclay.net

Notices may be provided by electronic mail.

12. Choice of Law and Jurisdiction

This Agreement and all of the rights and obligations of the parties shall be governed by Florida and federal law. Any claim arising out of or relating to this Agreement shall be exclusively subject to a court of competent jurisdiction in Florida, and subject to the Board's "Home Venue Privilege."

13. Attachments

The terms and conditions set forth in Attachment B are hereby incorporated into this Agreement, and such terms and conditions shall prevail over contrary provisions herein stated.

14. Entire Agreement

This Agreement and its Attachments represent the full and entire understanding of the Parties. This Agreement may be modified only by written amendment executed and approved by authorized representatives of the Parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

I hereby agree to the terms and conditions stated in this Agreement

School Board of Clay County

Janice I. Kerekes

Name: Janice Kerekes

Title: School Board Chair

Curriculum Associates, LLC

David Caron

Name: David Caron

Title: Chief Financial Officer

Curriculum Associates[®] LLC

P.O. Box 2001 • N. Billerica, MA 01862-0901
 Phone: 800-225-0248 • Fax: 800-366-1158
 Email: orders@cainc.com

Prepared For

Theresa Stahlman
 Clay Co School District
 900 Walnut St
 Green Cv Spgs, FL 32043
 (904) 284-6500
 theresa.stahlman@myoneclay.net

Price Quote

Quote Date: 6/16/2017 • Valid for 30 Days
 Quote ID: 113705.11

F.O.B.: N. Billerica, MA 01862
 Shipping: Shipping based on MDSE total (min: \$12.99)
 Terms: Net 30 days, pending credit approval
 Fed. ID: #26-3954988

CA Sales Representative

Mary Arnold
 386-449-9255
 marnold@cainc.com
 Created by: JOY CAMPBELL
 Modified by: LAURA YOUSSEF

Please submit this quote with your purchase order.

Item #	Product Name	Qty	Retail Price	Unit Price	Total
15006.0	i-Ready Diagnostic and Instruction Math and Reading Site License 1201 or more students 1 Year	1	\$28,500.00	\$25,650.00	\$25,650.00
15003.0	i-Ready Diagnostic and Instruction Math and Reading Site License 351-500 students 1 Year	5	\$16,900.00	\$15,210.00	\$76,050.00
15004.0	i-Ready Diagnostic and Instruction Math and Reading Site License 501-800 students 1 Year	13	\$19,900.00	\$17,910.00	\$232,830.00
15005.0	i-Ready Diagnostic and Instruction Math and Reading Site License 801-1200 students 1 Year	7	\$25,500.00	\$22,950.00	\$160,650.00
14946.0	i-Ready Diagnostic and Instruction Math Site License 1201 or more students 1 Year	1	\$17,100.00	\$15,390.00	\$15,390.00
14944.0	i-Ready Diagnostic and Instruction Math Site License 501-800 students 1 Year	3	\$11,900.00	\$10,710.00	\$32,130.00
14945.0	i-Ready Diagnostic and Instruction Math Site License 801-1200 students 1 Year	2	\$15,300.00	\$13,770.00	\$27,540.00
ZZ003.0	i-Ready Professional Development	1	\$144,000.00	\$144,000.00	\$144,000.00
15750.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 1201 or more students 1 Year	1	\$11,900.00	\$0.00	\$0.00
15747.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 351-500 students 1 Year	5	\$7,900.00	\$0.00	\$0.00

Item #	Product Name	Qty	Retail Price	Unit Price	Total
15748.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 501-800 students 1 Year	13	\$8,900.00	\$0.00	\$0.00
15749.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 801-1200 students 1 Year	7	\$10,900.00	\$0.00	\$0.00
15738.0	Ready Math K-8 Teacher Toolbox for i-Ready Site License 1201 or more students 1 Year	1	\$7,100.00	\$0.00	\$0.00
15736.0	Ready Math K-8 Teacher Toolbox for i-Ready Site License 501-800 students 1 Year	3	\$5,300.00	\$0.00	\$0.00
15737.0	Ready Math K-8 Teacher Toolbox for i-Ready Site License 801-1200 students 1 Year	2	\$6,500.00	\$0.00	\$0.00
Special Notes			Merchandise Total	\$714,240.00	
10% discount on i-Ready 2 and 1 subject. 100% discount on toolbox for i-Ready for 1 year only K-6: Reading & Math. 7-8: Math, i-Ready pricing for Yr 2 will remain as quoted above, i-Ready pricing for Yr 3 is subject to a price increase, which may be partially offset by a reduction in required PD for a yr 3 customer.			Voucher/Credit	\$0.00	
			Estimated Tax	\$0.00	
			Estimated shipping to US 32043:	\$0.00	
			Merchandise Savings	\$342,760.00	
			Total	\$714,240.00	

Curriculum Associates® LLC

Placing an Order

Please attach quote to all signed purchase orders.

- 1) Email: orders@cainc.com
- 2) Fax: 1-800-366-1158
- 3) Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates, LLC
P.O. Box 2001
North Billerica, MA 01862-0901

Please visit www.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.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows.

Order amount	Percentage of Order
\$999.99 and less	12% with \$12.99 minimum freight charge
\$1,000 to \$4,999.99	10%
\$5,000 to \$99,999.99	8%
\$100,000 and more	6%

Please contact local CA Sales Representative, customer service (1-800-225-0248), or <http://www.curriculumassociates.com/> for expedited shipping rates.

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. All deliveries are to be F.O.B. destination as stated on Purchase Order.

Payment Terms

Payment terms are in Customer Agreement.

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. 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 back of your packing slip. i-Ready® 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 licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to Ready® Student Sets, Ready® Teacher Sets, and BRIGANCE® Kits.

For more information about the return policy, please visit <http://www.curriculumassociates.com/help/default.aspx?topic=188>.

Attachment B

Notwithstanding any contrary contractual language, nothing in this Agreement shall be construed or interpreted to increase the scope or dollar limit of the School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive the Board's sovereign immunity, or to require School or School Board to indemnify Curriculum Associates ("Vendor") or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of the Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the Board, or its agents, officers, elected officials, employees and assigns, by any party arising out of or caused by acts or omissions, negligence, recklessness, or intentional misconduct of Vendor or its employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not extend to negligent acts or omissions on the part of the Board, its agents, or employees.

Employees of Vendor, whose position requires them to have direct contact with students, will at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this Agreement or entering upon school grounds when students are present. Vendor may satisfy the requirement for a background check by supplying proof that Vendor employees have passed such screening and that said background check remains valid.

Vendor shall comply with applicable Public Records Laws, including Chapter 119 of the Florida Statutes. Assistance may be provided by contacting the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.284.6507. Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.



Authorized Signature: David Caron, Chief Financial Officer
Vendor Name: Curriculum Associates, LLC

June 19, 2017

Date