| Board Office Use: Leg | islative File Info. |
|-----------------------|---------------------|
| File ID Number        | 23-2843             |
| Introduction Date     | 2/28/24             |
| Enactment Number      |                     |
| Enactment Date        |                     |



# **Board Cover Memorandum**

| То               | Board of Education  |  |  |
|------------------|---|--|--|
| From             | Kyla Johnson-Trammell, Superintendent<br>Sondra Aguilera, Chief Academic Officer<br>Juan Du, Executive Director, Research, Assessment, and Data (RAD) Department  |  |  |
| Meeting Date     | <u>February 28, 2024</u>  |  |  |
| Subject          | Data Sharing Agreement - Curriculum Associates, LLC for Assessment of Spanish<br>Reading (ASR) Lexile Linking Study – Research, Assessment, and Data<br>Department  |  |  |
| Ask of the Board | Approval by the Board of Education of a Data Sharing Agreement by and<br>between the District and Curriculum Associates, LLC, North Billerica, MA, for<br>the iReady Assessment of Spanish Reading (ASR) Lexile Linking Study via the<br>Research, Assessment and Data Department, for the period of December 5,<br>2023 through July 30, 2024, at no cost to the District. |  |  |
| Background       | OUSD currently uses iReady's computer adaptive assessments in English for<br>reading diagnostic and as the local assessment tool. iReady also has a Spanish<br>reading assessment that is not computer adaptive. Participating in this study<br>will support Curriculum Associates development of a Spanish computer<br>adaptive assessment.                                |  |  |
| Discussion       | OUSD will share student school and grade level information with Curriculum Associates.  |  |  |
| Fiscal Impact    | No Fiscal Impact  |  |  |
| Attachment(s)    | <ul> <li>Data Sharing Agreement</li> <li>File ID #21-1547 – Customer Agreement and Student Data Privacy<br/>Agreement for Curriculum Associates, LLC, Enactment #21-1072,<br/>approved 6/23/21.</li> </ul>  |  |  |



# DATA SHARING AGREEMENT

This Data Sharing Agreement ("AGREEMENT") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the below named entity(ies) or individual(s) ("RECIPIENT," together with OUSD, "PARTIES") named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, "RECIPIENT INDIVIDUAL" includes (to the extent they exist): RECIPIENT Board members, officers, trustees, and directors; RECIPIENT employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under RECIPIENT's direction, invitation, or control.

To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT's provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in **Exhibit A**.

The PARTIES hereby agree as follows:

- 1. **Purpose**. This AGREEMENT pertains only to OUSD's transmission of data to RECIPIENT and RECIPIENT INDIVIDUALS, and RECIPIENT and RECIPIENT INDIVIDUALS's protection of such data ("PURPOSE").
  - a. The elements/categories of data to be transmitted shall be listed in **Exhibit A**. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as "OUSD Data."
  - b. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT shall be delineated in **Exhibit A**. The PARTIES acknowledge that OUSD limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.
  - c. No OUSD Data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any redisclosure of any OUSD Data without the express written consent of OUSD.
- 2. Term. The term ("TERM") of this AGREEMENT is established in Exhibit A. If the TERM is longer than one calendar year and the OUSD Data transmitted is part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), RECIPIENT acknowledges that (i) it will need to obtain approval from RAD prior to extending the research project into the second and subsequent calendar years and (ii) no OUSD Data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

- 3. **Privacy Compliance**. RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
- 4. Advertising Prohibition. RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services.
- 5. **Property of OUSD**. All OUSD Data transmitted to the RECIPIENT pursuant to this AGREEMENT is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original OUSD Data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
- 6. Correction of Records. OUSD shall establish reasonable procedures by which a parent/guardian of an OUSD pupil or an eligible OUSD pupil may review OUSD Data in the pupil's records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. RECIPIENT shall respond in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct, as necessary.
- 7. Third Party Request. Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for OUSD data or other data provided by OUSD and held by RECIPIENT pursuant to this AGREEMENT, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. To the maximum extent permitted by law, RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
- 8. **Employee Obligation**. RECIPIENT shall require all RECIPIENT INIDIVIDUALS who have access to OUSD Data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.
- 9. Subprocessors. RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this AGREEMENT or any other agreement identified in Exhibit A, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this AGREEMENT.

- 10. No Re-Identification or Re-Disclosure. RECIPIENT agrees not to attempt to re-identify deidentified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
- 11. Disposition of Data. RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
- 12. Data Security. RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
- 13. Data Breach. In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
  - The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
  - b. The security breach notification described above shall include, at a minimum, the following information:
    - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.
    - iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
    - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- c. RECIPIENT agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
- e. RECIPIENT is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to provide such notifications.
- 14. **Equipment and Materials**. RECPIENT shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- **15. Certificates/Permits/Licenses/Registration**. RECIPIENT shall ensure that all RECIPIENT INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.

# 16. Qualifications, Training, and Removal.

- a. RECIPIENT represents and warrants that RECIPIENT and all RECIPIENT INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of OUSD. RECIPIENT will perform its responsibilities under this AGREEMENT in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. RECIPIENT represents and warrants that all RECIPIENT INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.

17. Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.

# 18. Termination.

- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to RECIPIENT. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.

19. Legal Notices. Based on contact information set forth in Exhibit A, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

# 20. Conflict of Interest.

- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employee any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
- 21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. RECIPIENT certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<u>https://www.sam.gov/</u>).
- 22. Limitation of OUSD Liability. OUSD shall have no financial obligations under this AGREEMENT other than as provided in this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT.

# 23. Indemnification.

a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT's performance of this AGREEMENT. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this AGREEMENT. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT and RECIPIENT INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT and RECIPIENT INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
- 24. Audit. RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.
- 25. Non-Discrimination. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
- 26. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

- 27. Waiver. No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
- 28. Assignment. The obligations of RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
- 29. No Rights in Third Parties. This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- **30.** Litigation. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
- **31. Incorporation of Recitals and Exhibits**. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
- **32.** Integration/Entire Agreement of Parties. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
- **33. Severability**. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 34. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
- 35. **Captions and Interpretations**. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
- **36. Calculation of Time**. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

- 37. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated the regulations promulgated the regulations including, but not limited to, Government Code section 16.5 and the regulations of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- **38. Agreement Publicly Posted**. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 39. Signature Authority.
  - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
  - b. Notwithstanding subparagraph (a), RECIPIENT acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
- 40. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

# REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

| RI   | ECIPIENT   |                        |
|--|------------|------------------------|
| Name:  | Signature: | Deborah Golumbek       |
| VP Product Operations Position:  |            | Date: <u>12/6/23</u>   |
|  | OUSD       |                        |
| Name: Juan Du  | Signature: | IR                     |
| Position: Executive Director, Research, Assessm  |            | Date: <u>12/7/2023</u> |
| <ul> <li>Board President (for approvals</li> <li>Chief/Deputy Chief/Executive I</li> </ul> |            | ons)                   |
| Name: Kyla Johnson-Trammell  | Signature: |                        |
| Position: Superintendent   |            | Date:                  |

Template approved as to form by OUSD Legal Department

# DATA SHARING AGREEMENT EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this AGREEMENT)

RECIPIENT: Curriculum Associates, LLC

# OTHER AGREEMENTS BETWEEN THE PARTIES:

- Customer Agreement dated August 1, 2021
- •
- •
- 1. **Purpose**. The following elements, if checked, shall constitute the OUSD Data for purposes of this AGREEMENT:

| Application Technology<br>Metadata       IP addresses of users, use of cookies, etc.         Application Use Statistics       Metadata on user interaction with application         SBAC results       Image: SBAC results         IAB Results       Image: SBAC results         IATtendance       Image: SBAC results         IATtendance       Image: SBAC results         IATtendance       Image: SBAC results         ID online communications that are captured (emails, blog entries, etc.)       Imageentries, etc.)         ID ate  | Category                   | Elements   |  |
|--|----------------------------|--|--|
| SBAC results   |                            | IP addresses of users, use of cookies, etc.      |  |
| ELPAC results  | Application Use Statistics | Metadata on user interaction with application    |  |
| IAB Results       Image: Conduct       Other assessment results (list below):         Attendance       Attendance rate       Image: Conduct         Conduct       Attendance of absences       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Demographics       Gender       Image: Conduct       Image: Conduct         Demographics       Special ed. flag       Image: Conduct       Image: Conduct         Demographics       Image: Conduct       Image: Conduct       Image: Conduct       Image: Conduct         Demographics       Image: Conduct       Image: Co   |                            | SBAC results                                     |  |
| Assessment       Other assessment results (list below):         Assessment       •         •       • <td< td=""><td></td><td>ELPAC results</td><td></td></td<>   |                            | ELPAC results                                    |  |
| Assessment   |                            | IAB Results                                      |  |
| Attendance       Attendance rate       Image: Communications       <   |                            | Other assessment results (list below):           |  |
| Attendance       Attendance rate       Image: Communications       <   | Accecement                 | •  |  |
| Attendance       Number of absences       Image: Communications         Communications       Online communications that are captured (emails, blog entries, etc.)       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Days suspended       Image: Conduct       Image: Conduct         Date of birth       Image: Conduct       Image: Conduct         Demographics       Special ed. flag       Image: Conduct         Demographics       Special ed. flag       Image: Conduct         Language proficiency       Image: Conduct       Image: Conduct   | ASSESSMENT                 | •  |  |
| Attendance       Number of absences       Image: Communications         Communications       Online communications that are captured (emails, blog entries, etc.)       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Days suspended       Image: Conduct       Image: Conduct         Date of birth       Image: Conduct       Image: Conduct         Demographics       Special ed. flag       Image: Conduct         Demographics       Special ed. flag       Image: Conduct         Language proficiency       Image: Conduct       Image: Conduct   |                            | •  |  |
| Attendance       Number of absences       Image: Communications         Communications       Online communications that are captured (emails, blog entries, etc.)       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Days suspended       Image: Conduct       Image: Conduct         Date of birth       Image: Conduct       Image: Conduct         Demographics       Special ed. flag       Image: Conduct         Demographics       Special ed. flag       Image: Conduct         Language proficiency       Image: Conduct       Image: Conduct   |                            | •  |  |
| Attendance       Number of absences       Image: Communications         Communications       Online communications that are captured (emails, blog entries, etc.)       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Days suspended       Image: Conduct       Image: Conduct         Date of birth       Image: Conduct       Image: Conduct         Demographics       Special ed. flag       Image: Conduct         Demographics       Special ed. flag       Image: Conduct         Language proficiency       Image: Conduct       Image: Conduct   |                            | •  |  |
| Attendance       Number of absences       Image: Communications         Communications       Online communications that are captured (emails, blog entries, etc.)       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Conduct       Number of suspensions       Image: Conduct         Days suspended       Image: Conduct       Image: Conduct         Date of birth       Image: Conduct       Image: Conduct         Demographics       Special ed. flag       Image: Conduct         Demographics       Special ed. flag       Image: Conduct         Language proficiency       Image: Conduct       Image: Conduct   |                            | •  |  |
| Number of absences       Image: Communications         Conduct       Online communications that are captured (emails, blog entries, etc.)         Conduct       Number of suspensions         Days suspended       Image: Conduct         Gender       Image: Conduct         Demographics       Special ed. flag         Home language       Image: Conduct   | Attendance                 | Attendance rate                                  |  |
| Communications       blog entries, etc.)         Number of suspensions       □         Days suspended       □         Gender       □         Race/ethnicity       □         Date of birth       □         Date of birth       □         Home language       □         Language proficiency       □   | Allendunce                 | Number of absences                               |  |
| blog entries, etc.)       Image: Sector of Suspensions         Conduct       Number of Suspensions         Days suspended       Image: Sector of Suspensions         Gender       Image: Sector of Suspensions         Demographics       Special ed. flag         Home language       Image: Sector of Suspensions         Language proficiency       Image: Sector of Suspensions  | Communications             | Online communications that are captured (emails, |  |
| Conduct       Days suspended         Days suspended       □         Gender       □         Race/ethnicity       □         Date of birth       □         Date of birth       □         Home language       □         Language proficiency       □   |                            | blog entries, etc.)                              |  |
| Days suspended   | Conduct                    | Number of suspensions                            |  |
| Race/ethnicity     Image: Second | Conduct                    | Days suspended                                   |  |
| Date of birthDemographicsSpecial ed. flagHome languageLanguage proficiency   |                            | Gender   |  |
| Demographics     Special ed. flag       Home language     I       Language proficiency     I   |                            | Race/ethnicity                                   |  |
| Home languageLanguage proficiency  |                            | Date of birth                                    |  |
| Language proficiency   | Demographics               | Special ed. flag                                 |  |
|  |                            | Home language                                    |  |
|  |                            | Language proficiency                             |  |
|  |                            |  |  |

| Enrollment              | School   | X |  |
|-------------------------|--|---|--|
| Emonnent                | Grade level  | X |  |
|                         | Name   |   |  |
| Parent/Guardian Contact | Address  |   |  |
| Information             | Email  |   |  |
|                         | Phone  |   |  |
| Schedule                | Student scheduled courses  |   |  |
| Schedule                | Teacher names  |   |  |
|                         | English language learner   |   |  |
| Special Indicator       | Socio-economic disadvantaged (SED) status<br>(Note: OUSD cannot share Free/Reduced Lunch status as a<br>standalone data element) |   |  |
|                         | Newcomer   |   |  |
|                         | Title 1 flag (schoolwide)  |   |  |
|                         | Name   |   |  |
| Student Contact         | Address  |   |  |
| Information             | Email  |   |  |
|                         | Phone  |   |  |
|                         | Local student ID number  |   |  |
|                         | Teacher ID number  |   |  |
|                         | State student ID number  |   |  |
| Local Identifiers       | Provider/app assigned student ID number  |   |  |
|                         | Student app username   |   |  |
|                         | Student app password(s)  |   |  |
|                         | Dummy identifiers  |   |  |
| Student Work            | Student generated content; writing, pictures, etc.   |   |  |
|                         | Student course grades  |   |  |
| Transcript              | Current year GPA   |   |  |
|                         | Cumulative GPA   |   |  |
|                         | Student bus assignment   |   |  |
| Transportation          | Student pick up and/or drop off location   |   |  |
|                         | Student bus card ID number   |   |  |
| Other                   | List additional data elements here   |   |  |

The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT is as follows (check all that apply):

|   | OUSD Data includes personally identifiable information from a student record<br>other than directory information. Note: RECIPIENT is responsible for obtaining<br>parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof<br>to OUSD. |  |  |  |  |  |
|---|--|--|--|--|--|--|
|   |  |  |  |  |  |  |
| Х | OUSD Data includes personally identifiable information from a student record,<br>AND at least one of the following:  |  |  |  |  |  |
|   |  | RECIPIENT is a contractor, consultant, volunteer, or other party to whom<br>OUSD has outsourced institutional services or functions, and RECIPIENT<br>performs an institutional service or function for which the agency or<br>institution would otherwise use employees; is under the direct control of the<br>agency or institution with respect to the use and maintenance of education<br>records; and is subject to the requirements of § 99.31(a) governing the use<br>and redisclosure of personally identifiable information from education<br>records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).) |  |  |  |  |
|   |  | RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)   |  |  |  |  |
|   |  | RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)  |  |  |  |  |
|   |  | RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)  |  |  |  |  |
|   |  | RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)  |  |  |  |  |
|   | X  | RECIPIENT is an organization conducting studies for, or on behalf of,<br>educational agencies or institutions to develop, validate, or administer<br>predictive tests; administer student aid programs; or improve instruction.<br>(See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to<br>this subsection must first submit a research application pursuant to OUSD's<br>Department of Research, Assessment, and Data protocols, and such<br>application shall be incorporated into this AGREEMENT by reference.  |  |  |  |  |
|   |  | The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)  |  |  |  |  |

- 2. **Term**.
  - a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: December 5, 2023

Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
 End date: July 30, 2024

# 19. Legal Notices.

<u>ousd</u>

Site/Dept: Legal Department Address: 1011 Union Street, Site 946 City, ST Zip: Oakland, CA 94607 Phone: 510-879-5060 Email: <u>ousdlegal@ousd.org</u>

# RECIPIENT

Name/Dept: <u>Deborah Golumbek</u> Address: <u>153 Rangeway Road</u> City, ST Zip: <u>Billerica MA</u> Phone: <u>410-746-4965</u> Email: <u>dgolumbek@cainc.com</u>

| Board Office Use: Legislative File Info. |              |  |  |  |  |
|--|--------------|--|--|--|--|
| File ID Number                           | 21-1547      |  |  |  |  |
| Introduction Date                        | 6/30/21      |  |  |  |  |
| Enactment Number                         | 21-1072      |  |  |  |  |
| Enactment Date                           | 6/23/2021 os |  |  |  |  |



# **Board Cover Memorandum**

| То               | Board of Education  |
|------------------|---|
| From             | Kyla Johnson-Trammell, Superintendent<br>Preston Thomas, Chief Systems and Services Officer<br>Wesley Jacques, Executive Director, Academics & Instructional Innovation Dept.<br>Susan Beltz, Chief Technology Information Officer  |
| Meeting Date     | <u>June 30, 2021</u>  |
| Subject          | Approval by the Board of Education of Customer Agreement and Ratification of<br>Student Data Privacy Agreement<br>Contractor: Curriculum Associates, LLC<br>Services For: August 1, 2021 - July 31, 2026  |
| Ask of the Board | Approval by the Board of Education of Customer Agreement and Ratification of Student Data Privacy Agreement between Oakland Unified School District and Curriculum Associates, LLC, North Billerica, MA, for the latter to provide hosting, maintenance, upgrades and associated support for the i-Ready online learning platform, for the period August 1, 2021 to July 31, 2026, for an amount not to exceed \$3,551,218.50.  |
| Background       | The Oakland Unified School District has previously used the i-Ready online learning platform for English language arts (ELA) and mathematics instruction and assessment. The platform delivers an engaging and linguistically-responsive online K–8 learning path that is individualized and adjustable to the unique learning needs of each student. Diagnostics provide educators with key insights into student proficiency and next steps. For the 2020-21 school year, the i-Ready ELA assessment module was adopted as a diagnostic literacy assessment district-wide for grades K-2. In addition, grades K-5 piloted the ELA instruction module, along with the math assessment and instruction modules. The i-Ready platform supports the curriculum previously approved by the Board, and of the Oakland Unified teachers and staff who provided feedback about i-Ready, 83% wanted to continue using i-Ready as an instructional technology platform. |
| Discussion       | Although full adoption of i-Ready represents a significant expense, a centralized District purchase of the i-Ready suite will provide an integrated assessment and instruction platform for both ELA and math. There is currently no district-wide assessment for elementary math outside of interim assessment blocks (IABs), and  |

i-Ready will serve this purpose. In addition, i-Ready will also be used for literacy assessment in grades K-5.

The Customer Agreement includes hosting, maintenance, upgrades and associated support for the i-Ready online learning platform, including both lessons and assessments. As noted above, the software was successfully used by Oakland Unified during the 2020-21 school year.

In order to provide these services, Curriculum Associates, LLC requires access to certain District student data. Accordingly, the District and Curriculum Associates, LLC executed the enclosed data sharing agreement on June 30, 2021, and now ask the Board to ratify this agreement. This data sharing agreement is the standard California Student Data Privacy Agreement (CSDPA), adopted by the California Student Privacy Alliance to meet the requirements of the Family Educational Rights and Privacy Act (FERPA) and Assembly Bill 1584 (which allows school districts to share data with software providers so long as the contracts include certain specified provisions). The standard terms of the CSDPA ensure that the vendor will take all precautions to safeguard our students' data. The term of the CSDPA is the same as the term of the underlying services contract. The CSDPA with one school district and thereafter, by signing Exhibit E (which consists of a "general offer of terms") allow any other school district to countersign Exhibit E and be entitled to the same protections set forth in the underlying CSDPA.

Here, Curriculum Associates, LLC has signed the CSDPA with Baldwin Park Unified School District, and it further signed Exhibit E, which, again, allows any other school district to likewise sign Exhibit E and share the same data with Curriculum Associates, LLC under the same terms. Accordingly, the District signed Exhibit E on June 30, 2021, and now asks the Board to ratify this agreement.

**Competitively Bid** No. California Public Contract Code § 20118.3 states: The governing board of any school district may purchase supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals in any amount needed for the operation of the schools of the district without taking estimates or advertising for bids.

The i-Ready online learning platform is an instructional computer software package and is therefore entirely included within the scope of California Public Contract Code § 20118.3. Competitive bidding for all contracted services is therefore excused under California Public Contract Code § 20118.3.

Fiscal Impact\$TBD from 2021-22 Funding Resource 010-0000-0-0000-7700-5846-999-<br/>9860-9994-9999-99999: General Purpose (GP), Data Processing, License<br/>Agreements, Districtwide

\$TBD from 2022-23 Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose
(GP), Data Processing, License Agreements, Districtwide
\$TBD from 2023-24 Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose
(GP), Data Processing, License Agreements, Districtwide
\$TBD from 2024-25 Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose
(GP), Data Processing, License Agreements, Districtwide
\$TBD from 2024-25 Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose
(GP), Data Processing, License Agreements, Districtwide
\$TBD from 2025-26 Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose
(GP), Data Processing, License Agreements, Districtwide

### Attachment(s)

- Customer Service Agreement (includes price quote)
- Student Data Privacy Agreement with Exhibit E

# **Curriculum Associates**

# **Customer Agreement**

This Customer Agreement (the "Agreement") is entered into by and between Oakland Unified School District (the "District"), with offices at 1000 Broadway, Suite 300, Oakland, CA 94607, 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 August 1, 2021 (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<sup>®</sup> Assessment & Personalized Instruction for Math and/or Reading, and/or the e-book versions and digital components of Ready Classroom<sup>™</sup> Mathematics, and/or Ready<sup>®</sup> Teacher Toolbox for Math and/or Reading (together, the "Digital Products") for the number of users (or the number of site licenses) listed on the Price Quote included as Exhibit A (the "Price Quote"), solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement. If any components of the Digital Products are not listed on the Price Quote, they are not included in the scope of the license.
- 2. Term. This Agreement shall take effect on the Effective Date and shall remain in effect for a period of five (5) years as further detailed in the Price Quote, unless earlier terminated in accordance with Section 11 hereof.
- **3. Pricing and Payment.** Pricing for the Digital Products, and any other products being purchased by the District, are listed on the Price Quote. The Digital Products and any other such products purchased under the Price Quote may be referred to in this Agreement as "Products". The District will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of the invoice.
- 4. **Copyright and Proprietary Rights.** The Products and the content contained therein, and any training material provided in connection with the Services, are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Products and in the software, text, graphics, design elements, audio, music and all other materials contained in the Products are reserved by Curriculum Associates and its licensors. The District may not use the Products in any manner that infringes the proprietary rights of any person or entity.
- 5. Data Ownership and Security. In connection with the District's use of i-Ready<sup>®</sup>, the District will be asked to provide Curriculum Associates with data about the District's students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into i-Ready<sup>®</sup>. As the District's students use i-Ready<sup>®</sup>, 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 i-Ready<sup>®</sup> available to the District and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with the Family Educational Rights and Privacy Act ("FERPA"). For purposes of

this Agreement, "De-identified Data" means data generated by the usage of i-Ready<sup>®</sup> from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. All Customer Data held by Curriculum Associates will be made available to the District upon the District's written request.

Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the District. A full description of the security measures that Curriculum Associates takes is set forth in Curriculum Associates' Data Handling Policy, which can be found at https://cdn.iready.com/instruction/content/system-check/iReady\_Privacy\_Policy.pdf. A current version of that policy is attached hereto for reference purposes as Exhibit B.

- 6. Compliance with California Assembly Bill 1584, Student Online Personal Information Protection Act ("SOPIPA"), and California Consumer Privacy Act ("CCPA"). Curriculum Associates and District agree to comply with California Assembly Bill 1584, SOPIPA, and the CCPA (each, as and when applicable) as described on the California Compliance Addendum attached as Exhibit C hereto (the "Addendum").
- 7. Access to the Digital Product. The District's authorized users will need valid usernames and passwords to access the Digital Products. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if any of the District's usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Digital Products available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice where 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 Associates' 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.
- 8. Limitations of Use. The District shall not, nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Digital Products; (b) modify, copy, translate or create derivative works based on the Digital Products or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Digital Products; (d) use the Digital Products for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the District's organization; or (e) remove any proprietary notices from the Digital Products.

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

not this Agreement.

The District must use the Digital Products in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

9. Services. If the Price Quote 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 any applicable industry standards. The District agrees that any Services provided in addition to those listed in the Price Quote in any subsequent years under this Agreement shall be available at Curriculum Associates' then-current prices.

# 10. 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. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

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

- 11. Termination. Curriculum Associates reserves the right to terminate this Agreement at any time during the term of this Agreement if the District does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement, or any portion of the licenses granted hereunder, effective immediately upon written notice, for non-payment by the District. Either party may terminate the Agreement by providing the other party thirty (30) days' written notice of its intent to terminate for convenience, and, in such case, the District shall receive a prorata refund for any Digital Products and/or any Services that have not yet been rendered.
- **12. Notice.** Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

# **Curriculum Associates, LLC**

153 Rangeway Road North Billerica, MA 01862 Attention: Jill Bradford, Vice President, General Counsel

Tel: 978-339-4388 Fax: 800-355-1158 jbradford@cainc.com

**Oakland Unified School District** 1000 Broadway, Suite 300 Oakland, CA 94607 Attention: Wesley Jacques, Executive Director, Academics and Instructional Innovation wesley.jacques@ousd.org

Notices may be provided by electronic mail.

- 13. **Choice of Law and Jurisdiction.** This Agreement and all of the rights and obligations of the parties shall be governed by laws and courts of the State of California, without regard to its conflict of law principles. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
- 14. Entire Agreement. This document and all exhibits, attachments and subsequent District purchase orders, represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

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

**Oakland Unified School District** 

Name: Shanthi Gonzales

President, Board of Education Title:

Approved as to form by OUSD Staff Attorney Joanna Powell on 6/3/21.

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Kyla Johnson-Trammell, Secretary, BOE

**Curriculum Associates, LLC** 

**Robert Waldron** 

**Chief Executive Officer** 

# Curriculum Associates<sup>®</sup>

## Prepared For:

Wesley Jacques Oakland Unified School Dist 1000 Broadway, Oakland, CA 94607

# **5-Year Price Quote**

6/2/2021

Dear Wesley Jacques,

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: 233422.        | 19 Valid through: 1 | 2/31/2021      |
|--------------------------|---------------------|----------------|
| Product                  | List Price          | Net Price      |
| i-Ready                  | \$3,921,510.00      | \$2,909,218.50 |
| Toolbox                  | \$0.00              | \$0.00         |
| Professional Development | \$642,000.00        | \$642,000.00   |
|                          | List Total:         |                |
| Saving                   |                     | \$1,012,291.50 |
|                          | Shipping/Tax/Other: | \$0.00         |
| Total:                   |                     | \$3,551,218.50 |

Thank you again for your interest in Curriculum Associates.

# Sincerely

Angela Barth

abarth@cainc.com

Please submit this quote with your purchase order

# **Curriculum Associates**

# Quote ID: 233422.19

Date: 6/2/2021

Valid through: 12/31/2021

## **Prepared For:**

Wesley Jacques Oakland Unified School Dist 1000 Broadway, Oakland, CA 94607 wesley.jacques@ousd.k12.ca.us

## Your Representative: Angela Barth

abarth@cainc.com

# **5-Year Price Quote**

| Acorn-Woodland ES 1025 81st Ave, Oakland, CA 94621  |          |         |     |             |             |             |
|---|----------|---------|-----|-------------|-------------|-------------|
| Total Building Enrollment: 274, Grade Range: K - 5  |          |         |     |             |             |             |
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price   | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00  | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 274 | \$0.00      | \$0.00      | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50 | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00      | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 274 | \$0.00      | \$0.00      | \$0.00      |
| Subtotal:   |          |         |     |             |             | \$58,312.50 |
| Shipping:   |          |         |     |             | \$0.00      |             |
| Tax:  |          |         |     | \$0.00      |             |             |
| School Subtotal:  |          |         |     | \$58,312.50 |             |             |

# Allendale ES 3670 Penniman Ave, Oakland, CA 94619

| Total Building Enrollment: 354, Grade Range: PK - 5 |
|---|
|---|

| Total building Enrollment. 554, Grade Range. PK - 5 |  |          |         |     |            |            |            |
|---|--|----------|---------|-----|------------|------------|------------|
|   | Product Name   | Grade    | Item #  | Qty | List Price | Net Price  | Total      |
|   | Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |
|   | Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013

Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 354 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 354 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

#### Anthony Chabot Elem School 6686 Chabot Rd, Oakland, CA 94618 Total Building Enrollment: 563, Grade Range: K - 5 **Product Name** Grade Item # List Price Net Price Total Qty Professional Development i-Ready Assessment and Personalized \$3,000.00 Multiple 19983.0 2 \$1,500.00 \$1,500.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) Professional Development i-Ready Assessment and Personalized Multiple 19983.0 2 \$1,500.00 \$1,500.00 \$3,000.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) 1 Professional Development i-Ready Assessment and Personalized Multiple 19980.0 \$4,500.00 \$4,500.00 \$4,500.00 Instruction Practicing User Package - Delivering Differentiated Instruction, Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs each) i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math Multiple 22024.0 563 \$0.00 \$0.00 \$0.00 Per Student i-Ready Assessment and Personalized Instruction Math and Reading Site 15028.0 \$94,095.00 \$79,980.75 \$79,980.75 Multiple 1 License 501-800 Students 5 Years i-Ready Partners Implementation Support- Provisioning, Tech Support, 27943.0 1 \$7,500.00 \$0.00 \$0.00 Multiple Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (5 Years) \$0.00 i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading Multiple 22025.0 563 \$0.00 \$0.00 Per Student Subtotal: \$90,480.75 \$0.00 Shipping: Tax: \$0.00 School Subtotal: \$90,480.75

| Bella Vista Elementary School 1025 E 28th St, Oakland,   | CA 94610 |         |     |            |            |            |
|--|----------|---------|-----|------------|------------|------------|
| Total Building Enrollment: 423, Grade Range: K - 5   |          |         |     |            |            |            |
| Product Name   | Grade    | ltem #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |

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Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 423 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 423 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
| Tax:  |          |         |     |             |               | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

# Bret Harte Middle School 3700 Coolidge Ave, Oakland, CA 94602

| Total Building Enrollment: 507, Grade Range: 6 - 9  |          |         |     |            |               |            |
|---|----------|---------|-----|------------|---------------|------------|
| Product Name  | Grade    | ltem #  | Qty | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 167 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 507 | \$6.00     | \$5.10        | \$2,585.70 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 167 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 507 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 507 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$7,085.70 |
|   |          |         |     |            | Shipping:     | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$7,085.70 |

| Bridges Academy 1325 53rd Ave, Oakland, CA 94601  |          |         |     |            |            |            |
|---|----------|---------|-----|------------|------------|------------|
| Total Building Enrollment: 427, Grade Range: K - 5  |          |         |     |            |            |            |
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00 | \$4,500.00 | \$4,500.00 |

| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 427 | \$0.00      | \$0.00      | \$0.00      |
|---|----------|---------|-----|-------------|-------------|-------------|
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75 | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years) | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00      | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 427 | \$0.00      | \$0.00      | \$0.00      |
|   |          |         |     |             | Subtotal:   | \$78,393.75 |
|   |          |         |     |             | Shipping:   | \$0.00      |
| Tax:  |          |         |     |             |             |             |
| School Subtotal:  |          |         |     |             |             |             |

# Brookfield Elementary School 401 Jones Ave, Oakland, CA 94603

Total Building Enrollment: 214 Grade Bange: K - 5

| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 214 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 214 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

# Burckhalter Elementary School 3994 Burckhalter Ave, Oakland, CA 94605

| Total Building Enrollment: 192, Grade Range: K - 5   |          |         |     |            |            |            |  |
|--|----------|---------|-----|------------|------------|------------|--|
| Product Name   | Grade    | Item #  | Qty | List Price | Net Price  | Total      |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |  |

| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 192 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 200 or fewer Students 5 Years  | Multiple | 15025.0 | 1   | \$33,570.00 | \$28,534.50   | \$28,534.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 192 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$39,034.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
| Tax:  |          |         |     |             |               | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$39,034.50 |

#### Carl B Munck Elementary School 11900 Campus Dr, Oakland, CA 94619 Total Building Enrollment: 203, Grade Range: K - 5 **Product Name** Grade Item # Qty List Price Net Price Total Professional Development i-Ready Assessment and Personalized 19983.0 \$3,000.00 Multiple 2 \$1,500.00 \$1,500.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) Professional Development i-Ready Assessment and Personalized Multiple 19983.0 2 \$1,500.00 \$1,500.00 \$3,000.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) Professional Development i-Ready Assessment and Personalized 19980.0 1 \$4,500.00 \$4,500.00 \$4,500.00 Multiple Instruction Practicing User Package - Delivering Differentiated Instruction, Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs each) i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math Multiple 22024.0 203 \$0.00 \$0.00 \$0.00 Per Student i-Ready Assessment and Personalized Instruction Math and Reading Site 15026.0 \$56,250.00 \$47,812.50 \$47,812.50 Multiple 1 License 201-350 Students 5 Years i-Ready Partners Implementation Support- Provisioning, Tech Support, 27943.0 1 \$7,500.00 \$0.00 \$0.00 Multiple Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (5 Years) 203 \$0.00 i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading Multiple 22025.0 \$0.00 \$0.00 Per Student Subtotal: \$58,312.50 \$0.00 Shipping: Tax: \$0.00 School Subtotal: \$58,312.50

| Castlemont High School 8601 MacArthur Blvd, Oakland, CA 94605   |          |         |     |            |            |            |  |
|---|----------|---------|-----|------------|------------|------------|--|
| Total Building Enrollment: 819, Grade Range: 9 - 12   |          |         |     |            |            |            |  |
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price  | Total      |  |
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1   | \$3,000.00 | \$3,000.00 | \$3,000.00 |  |

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| i-Ready Assessment Math Per Student License Grades 9-12 1 Year    | Multiple | 14928.0 | 819 | \$6.00 | \$0.00 | \$0.00 |  |
|---|----------|---------|-----|--------|--------|--------|--|
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | Multiple | 14936.0 | 819 | \$6.00 | \$0.00 | \$0.00 |  |
| Subtotal:   |          |         |     |        |        |        |  |
| Shipping:   |          |         |     |        |        |        |  |
| Tax:  |          |         |     |        |        |        |  |
| School Subtotal:  |          |         |     |        |        |        |  |

# Claremont Middle School 5750 College Ave, Oakland, CA 94618

| Total Building Enrollment: 500, Grade Range: 6 - 8  |          |         |     |            |               |            |
|---|----------|---------|-----|------------|---------------|------------|
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 500 | \$6.00     | \$5.10        | \$2,550.00 |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 500 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 500 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$7,050.00 |
|   |          |         |     |            | Shipping:     | \$0.00     |
| Tax:  |          |         |     |            |               | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$7,050.00 |

# Cleveland Elementary School 745 Cleveland St, Oakland, CA 94606

| Total Building Enrollment: 398, Grade Range: K - 5  |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 398 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 398 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

# Coliseum College Prep Academy 1390 66th Ave, Oakland, CA 94621

|   |          |         | •   |            |               | <b>-</b>   |
|---|----------|---------|-----|------------|---------------|------------|
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 315 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 237 | \$6.00     | \$5.10        | \$1,208.70 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 315 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 237 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 237 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$5,708.70 |
|   |          |         |     |            | Shipping:     | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$5,708.70 |

# Community Day School 4917 Mountain Blvd, Oakland, CA 94619

| Total Building Enrollment: 9, Grade Range: 6 - 12                                    |          |         |     |            |               |         |
|--|----------|---------|-----|------------|---------------|---------|
| Product Name   | Grade    | ltem #  | Qty | List Price | Net Price     | Total   |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year                       | Multiple | 14928.0 | 14  | \$6.00     | \$0.00        | \$0.00  |
| i-Ready Assessment Reading Per Student License 1 Year                                | Multiple | 13088.0 | 9   | \$6.00     | \$5.10        | \$45.90 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year                    | Multiple | 14936.0 | 14  | \$6.00     | \$0.00        | \$0.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student | Multiple | 22025.0 | 9   | \$0.00     | \$0.00        | \$0.00  |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot                             | Multiple | 22015.0 | 9   | \$0.00     | \$0.00        | \$0.00  |
|  |          |         |     |            | Subtotal:     | \$45.90 |
|  |          |         |     |            | Shipping:     | \$0.00  |
| Tax:   |          |         |     |            |               | \$0.00  |
|  |          |         |     | Sch        | ool Subtotal: | \$45.90 |

# Crocker Highlands Elem School 525 Midcrest Rd, Oakland, CA 94610

| Total Building Enrollment: 447, Grade Range: K - 5  |          |         |     | 1           |             |             |
|---|----------|---------|-----|-------------|-------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price   | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00  | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 447 | \$0.00      | \$0.00      | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75 | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00      | \$0.00      |

| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student | Multiple | 22025.0 | 447 | \$0.00 | \$0.00        | \$0.00      |
|--|----------|---------|-----|--------|---------------|-------------|
| Subtotal:  |          |         |     |        |               | \$78,393.75 |
| Shipping:  |          |         |     |        | \$0.00        |             |
|  |          |         |     |        | Tax:          | \$0.00      |
|  |          |         |     | Sch    | ool Subtotal: | \$78,393.75 |

# Dewey Academy 1111 2nd Ave, Oakland, CA 94606

| Total Building Enrollment: 229, Grade Range: 11 - 12  |          |         |     |            |               |            |
|---|----------|---------|-----|------------|---------------|------------|
| Product Name  | Grade    | ltem #  | Qty | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1   | \$3,000.00 | \$3,000.00    | \$3,000.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 229 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 229 | \$6.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$3,000.00 |
|   |          |         |     |            | Shipping:     | \$0.00     |
| Tax:  |          |         |     |            |               | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$3,000.00 |

# East Oakland Pride Elem School 8000 Birch St, Oakland, CA 94621

| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 324 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 324 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

| ade | Item # | Qty       | List Price    | Net Price                | Total                              |
|-----|--------|-----------|---------------|--------------------------|------------------------------------|
| 3   | de     | de Item # | de Item # Qty | de Item # Qty List Price | de Item # Qty List Price Net Price |

| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan    | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
|---|----------|---------|-----|------------|---------------|------------|
| Instruction New Oser Package - Getting Good Data, Osing Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) |          |         |     |            |               |            |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 810 | \$6.00     | \$5.10        | \$4,131.00 |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 810 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 810 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$8,631.00 |
|   |          |         |     |            | Shipping:     | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Scho       | ool Subtotal: | \$8,631.00 |

# Elmhurst Community Prep 1800 98th Ave, Oakland, CA 94603

| Total Building Enrollment: 716, Grade Range: 6 - 8  |          |         |     |            |               |            |
|---|----------|---------|-----|------------|---------------|------------|
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 716 | \$6.00     | \$5.10        | \$3,651.60 |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 716 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 716 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$8,151.60 |
| Shipping:   |          |         |     |            |               | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$8,151.60 |

#### Emerson Elementary School 4803 Lawton Ave, Oakland, CA 94609 Total Building Enrollment: 310, Grade Range: K - 5 **Product Name** Grade Item # Qty List Price **Net Price** Total Professional Development i-Ready Assessment and Personalized Multiple 19983.0 2 \$1,500.00 \$1,500.00 \$3,000.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) Professional Development i-Ready Assessment and Personalized 19983.0 2 \$1,500.00 \$1,500.00 \$3,000.00 Multiple Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) Professional Development i-Ready Assessment and Personalized 19980.0 Multiple 1 \$4,500.00 \$4,500.00 \$4,500.00 Instruction Practicing User Package - Delivering Differentiated Instruction, Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs each) 22024.0 310 \$0.00 \$0.00 \$0.00 i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math Multiple Per Student i-Ready Assessment and Personalized Instruction Math and Reading Site Multiple 15026.0 1 \$56,250.00 \$47,812.50 \$47,812.50 License 201-350 Students 5 Years i-Ready Partners Implementation Support- Provisioning, Tech Support, 27943.0 1 \$7,500.00 \$0.00 \$0.00 Multiple Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (5 Years) i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading Multiple 22025.0 310 \$0.00 \$0.00 \$0.00 Per Student Subtotal: \$58,312.50

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| Tax: \$0.00<br>School Subtotal: \$58 312 50 | Shipping:        | \$0.00      |
|---|------------------|-------------|
| School Subtotal: \$58,312,50                | Tax:             | \$0.00      |
|   | School Subtotal: | \$58,312.50 |

# Encompass Academy 1025 81st Ave, Oakland, CA 94621

Total Building Enrollment: 320, Grade Range: K - 5

| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 320 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 320 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

# Esperanza Elementary School 10315 E St, Oakland, CA 94603

| Total Building Enrollment: 354, Grade Range: K - 5  |          |         |     |             |             |             |
|---|----------|---------|-----|-------------|-------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price   | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00  | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 354 | \$0.00      | \$0.00      | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75 | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00      | \$0.00      |

| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student | Multiple | 22025.0 | 354 | \$0.00 | \$0.00        | \$0.00      |
|--|----------|---------|-----|--------|---------------|-------------|
|  |          |         |     |        | Subtotal:     | \$78,393.75 |
|  |          |         |     |        | Shipping:     | \$0.00      |
| Tax:   |          |         |     |        |               |             |
|  |          |         |     | Sch    | ool Subtotal: | \$78,393.75 |

# Franklin Elementary School 915 Foothill Blvd, Oakland, CA 94606

| Total Building Enrollment: 568, Grade Range: K - 5  |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 568 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 501-800 Students 5 Years   | Multiple | 15028.0 | 1   | \$94,095.00 | \$79,980.75   | \$79,980.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 568 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$90,480.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$90,480.75 |

# Fremont High School 4610 Foothill Blvd, Oakland, CA 94601

Total Building Enrollment: 841, Grade Range: 9 - 12

| Product Name  | Grade    | Item #  | Qty | List Price | Net Price     | Total      |
|---|----------|---------|-----|------------|---------------|------------|
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1   | \$3,000.00 | \$3,000.00    | \$3,000.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 841 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 841 | \$6.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$3,000.00 |
|   |          |         |     |            | Shipping:     | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$3,000.00 |

| Frick Impact Academy 2845 64th Ave, Oakland, CA 9460 | )5    |        |     |            |           |       |
|--|-------|--------|-----|------------|-----------|-------|
| Total Building Enrollment: 246, Grade Range: 6 - 8   |       |        |     |            |           |       |
| Product Name   | Grade | ltem # | Qty | List Price | Net Price | Total |

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| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
|---|----------|---------|-----|------------|---------------|------------|
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 246 | \$6.00     | \$5.10        | \$1,254.60 |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 246 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 246 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$5,754.60 |
|   |          |         |     |            | Shipping:     | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Scho       | ool Subtotal: | \$5,754.60 |

| Fruitvale Elementary School 3200 Boston Ave, Oakland,   | CA 9460  | 2       |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Total Building Enrollment: 274, Grade Range: K - 5  |          |         |     |             |               |             |
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 274 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 274 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58 312 50 |

School Subtotal: \$58,312.50

# Garfield Elementary School 1640 22nd Ave, Oakland, CA 94606

| Total Building Enrollment: 599, Grade Range: K - 5   |          |         |     |            |            |            |
|--|----------|---------|-----|------------|------------|------------|
| Product Name   | Grade    | Item #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |

| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 599 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 501-800 Students 5 Years   | Multiple | 15028.0 | 1   | \$94,095.00 | \$79,980.75   | \$79,980.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 599 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$90,480.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$90,480.75 |

# Gateway To Clg at Laney Clg 900 Fallon St, Oakland, CA 94607

| Total Building Enrollment: 78, Grade Range: 9 - 12  |          |         |     |            |               |            |
|---|----------|---------|-----|------------|---------------|------------|
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1   | \$3,000.00 | \$3,000.00    | \$3,000.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 78  | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 78  | \$6.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$3,000.00 |
|   |          |         |     |            | Shipping:     | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$3,000.00 |

| Glenview Elementary School 915 54th St, Emeryville, CA  | 94608    |         |     |             |             |             |
|---|----------|---------|-----|-------------|-------------|-------------|
| Total Building Enrollment: 439, Grade Range: K - 5  |          |         |     |             |             |             |
| Product Name  | Grade    | ltem #  | Qty | List Price  | Net Price   | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00  | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 439 | \$0.00      | \$0.00      | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75 | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00      | \$0.00      |

| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student | Multiple | 22025.0 | 439 | \$0.00 | \$0.00        | \$0.00      |  |
|--|----------|---------|-----|--------|---------------|-------------|--|
| Subtotal:  |          |         |     |        |               |             |  |
| Shipping:  |          |         |     |        |               |             |  |
| Tax:   |          |         |     |        |               |             |  |
|  |          |         |     | Sch    | ool Subtotal: | \$78,393.75 |  |

#### Global Family Elementary Sch 2035 40th Ave, Oakland, CA 94601

| Total Building Enrollment: 436, Grade Range: K - 5  |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 436 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 436 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

#### Grass Valley Elementary School 4720 Dunkirk Ave, Oakland, CA 94605

Total Building Enrollment: 242, Grade Range: K - 5 **Product Name** Grade Item # Qty List Price Net Price Total \$3,000.00 Professional Development i-Ready Assessment and Personalized Multiple 19983.0 2 \$1,500.00 \$1,500.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) Professional Development i-Ready Assessment and Personalized Multiple 19983.0 2 \$1,500.00 \$1,500.00 \$3,000.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) Professional Development i-Ready Assessment and Personalized 19980.0 \$4,500.00 \$4,500.00 \$4,500.00 Multiple 1 Instruction Practicing User Package - Delivering Differentiated Instruction, Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs each) i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math 22024.0 Multiple 242 \$0.00 \$0.00 \$0.00 Per Student \$56,250.00 \$47,812.50 \$47,812.50 i-Ready Assessment and Personalized Instruction Math and Reading Site Multiple 15026.0 1 License 201-350 Students 5 Years

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| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years) | Multiple | 27943.0 | 1   | \$7,500.00 | \$0.00    | \$0.00      |  |
|---|----------|---------|-----|------------|-----------|-------------|--|
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 242 | \$0.00     | \$0.00    | \$0.00      |  |
|   |          |         |     |            | Subtotal: | \$58,312.50 |  |
|   |          |         |     |            | Shipping: | \$0.00      |  |
| Tax:  |          |         |     |            |           |             |  |
| School Subtotal:  |          |         |     |            |           |             |  |

#### Greenleaf Elementary School 6328 E 17th St, Oakland, CA 94621

| Total Building Enrollment: 445, Grade Range: K - 8  |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 445 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 5 Years  | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 445 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

### Hillcrest Elementary School 30 Marguerite Dr, Oakland, CA 94618

| Total Building Enrollment: 290, Grade Range: K - 8  |          |         |     |            |            |            |  |  |  |
|---|----------|---------|-----|------------|------------|------------|--|--|--|
| Product Name  | Grade    | ltem #  | Qty | List Price | Net Price  | Total      |  |  |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |  |  |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |  |  |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00 | \$4,500.00 | \$4,500.00 |  |  |  |

| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 290 | \$0.00      | \$0.00      | \$0.00      |
|---|----------|---------|-----|-------------|-------------|-------------|
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50 | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years) | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00      | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 290 | \$0.00      | \$0.00      | \$0.00      |
|   |          |         |     |             | Subtotal:   | \$58,312.50 |
|   |          |         |     |             | Shipping:   | \$0.00      |
| Tax:  |          |         |     |             |             |             |
| School Subtotal:  |          |         |     |             |             |             |

#### Hoover Elementary School 890 Brockhurst St, Oakland, CA 94608

Total Building Enrollment: 271, Grade Range: K - 5

| Total Building Enrollment: 271, Grade Range: K - 5  |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 271 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading Per Student   | Multiple | 22025.0 | 271 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

#### Horace Mann Elementary School 5222 Ygnacio Ave, Oakland, CA 94601

| Total Building Enrollment: 229, Grade Range: K - 5   |          |         |     |            |            |            |  |  |
|--|----------|---------|-----|------------|------------|------------|--|--|
| Product Name   | Grade    | Item #  | Qty | List Price | Net Price  | Total      |  |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |  |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |  |  |

| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 229 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 229 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
| Tax:  |          |         |     |             |               |             |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

## International Cmty Elem Sch 2825 International Blvd, Oakland, CA 94601

| Total Building Enrollment: 276, Grade Range: K - 5  |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 276 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 276 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

| Joaquin Miller Elementary Sch 5525 Ascot Dr, Oakland, CA 94611   |          |         |     |            |            |            |  |  |
|--|----------|---------|-----|------------|------------|------------|--|--|
| Total Building Enrollment: 419, Grade Range: K - 5   |          |         |     |            |            |            |  |  |
| Product Name   | Grade    | Item #  | Qty | List Price | Net Price  | Total      |  |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |  |  |

| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 419 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 419 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
| Shipping:   |          |         |     |             |               |             |
| Tax:  |          |         |     |             |               |             |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

### Korematsu Discovery Acad 10315 E St, Oakland, CA 94603

### Total Building Enrollment: 218, Grade Range: K - 5

| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 218 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 218 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
| Shipping:   |          |         |     |             |               |             |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

| La Escuelita Elementary School 1050 2nd Ave, Oakland, CA 94606 |       |        |     |            |           |       |  |
|--|-------|--------|-----|------------|-----------|-------|--|
| Total Building Enrollment: 287, Grade Range: K - 5             |       |        |     |            |           |       |  |
| Product Name   | Grade | Item # | Qty | List Price | Net Price | Total |  |

| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
|---|----------|---------|-----|-------------|-------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00  | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 287 | \$0.00      | \$0.00      | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50 | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00      | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 287 | \$0.00      | \$0.00      | \$0.00      |
|   |          |         |     |             | Subtotal:   | \$58,312.50 |
| Shipping:   |          |         |     |             |             |             |
|   |          |         |     |             | Tax:        | \$0.00      |
| School Subtotal:  |          |         |     |             |             |             |

#### Laurel Elementary School 3750 Brown Ave, Oakland, CA 94619

| Total Building Enrollment: 427, Grade Range: K - 5  |          |         |     |             |             |             |
|---|----------|---------|-----|-------------|-------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price   | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00  | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 427 | \$0.00      | \$0.00      | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75 | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00      | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 427 | \$0.00      | \$0.00      | \$0.00      |
|   |          |         |     |             | Subtotal:   | \$78,393.75 |
| Shipping:   |          |         |     |             |             |             |
|   |          |         |     |             | Tax:        | \$0.00      |
| School Subtotal:  |          |         |     |             |             |             |

#### Life Academy 2101 35th Ave, Oakland, CA 94601

| Total Building Enrollment: 189, Grade Range: 6 - 12   | ,        |         |     |            |            |            |
|---|----------|---------|-----|------------|------------|------------|
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00 | \$4,500.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 254 | \$6.00     | \$0.00     | \$0.00     |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 189 | \$6.00     | \$5.10     | \$963.90   |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 254 | \$6.00     | \$0.00     | \$0.00     |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 189 | \$0.00     | \$0.00     | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 189 | \$0.00     | \$0.00     | \$0.00     |
|   |          |         |     |            | Subtotal:  | \$5,463.90 |
|   |          |         |     |            | Shipping:  | \$0.00     |
| Tax:  |          |         |     |            |            |            |
| School Subtotal:  |          |         |     |            |            | \$5,463.90 |

| Total Building Enrollment: 712, Grade Range: K - 5  |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 712 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 501-800 Students 5 Years   | Multiple | 15028.0 | 1   | \$94,095.00 | \$79,980.75   | \$79,980.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 712 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$90,480.75 |
| Shipping:   |          |         |     |             |               | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$90,480.75 |

| Lockwood STEAM Academy 6701 International Blvd, Oakland, CA 94621  |          |         |     |            |            |            |  |
|--|----------|---------|-----|------------|------------|------------|--|
| Total Building Enrollment: 586, Grade Range: K - 5   |          |         |     |            |            |            |  |
| Product Name   | Grade    | Item #  | Qty | List Price | Net Price  | Total      |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |  |

| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 586 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 501-800 Students 5 Years   | Multiple | 15028.0 | 1   | \$94,095.00 | \$79,980.75   | \$79,980.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 586 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$90,480.75 |
| Shipping:   |          |         |     |             |               |             |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$90,480.75 |

#### Madison Park Acad Primary 470 El Paseo Dr, Oakland, CA 94603

#### Total Building Enrollment: 253, Grade Range: PK - 5 Grade **Product Name** Item # Qty List Price Net Price Total 19983.0 \$1,500.00 Professional Development i-Ready Assessment and Personalized Multiple 2 \$1,500.00 \$3,000.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) 2 \$1,500.00 \$1,500.00 \$3,000.00 Professional Development i-Ready Assessment and Personalized Multiple 19983.0 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) Professional Development i-Ready Assessment and Personalized 19980.0 1 \$4,500.00 \$4,500.00 \$4,500.00 Multiple Instruction Practicing User Package - Delivering Differentiated Instruction, Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs each) i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math 22024.0 253 \$0.00 \$0.00 \$0.00 Multiple Per Student i-Ready Assessment and Personalized Instruction Math and Reading Site 15026.0 Multiple 1 \$56,250.00 \$47,812.50 \$47,812.50 License 201-350 Students 5 Years i-Ready Partners Implementation Support- Provisioning, Tech Support, Multiple 27943.0 1 \$7,500.00 \$0.00 \$0.00 Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (5 Years) i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading Multiple 22025.0 253 \$0.00 \$0.00 \$0.00 Per Student Subtotal: \$58,312.50 \$0.00 Shipping: Tax: \$0.00 School Subtotal: \$58,312.50

| Madison Park Upper Campus 400 Capistrano Dr, Oakland, CA 94603 |       |        |     |            |           |       |  |
|--|-------|--------|-----|------------|-----------|-------|--|
| Total Building Enrollment: 312, Grade Range: 6 - 12            |       |        |     |            |           |       |  |
| Product Name   | Grade | Item # | Qty | List Price | Net Price | Total |  |

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| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
|---|----------|---------|-----|------------|---------------|------------|
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 413 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 312 | \$6.00     | \$5.10        | \$1,591.20 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 413 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 312 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 312 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$6,091.20 |
|   |          |         |     |            | Shipping:     | \$0.00     |
| Tax:  |          |         |     |            |               |            |
|   |          |         |     | Sch        | ool Subtotal: | \$6,091.20 |

| Total Building Enrollment: 363, Grade Range: K - 5  |          |         |     |             |             |             |
|---|----------|---------|-----|-------------|-------------|-------------|
| Product Name  | Grade    | ltem #  | Qty | List Price  | Net Price   | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00  | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 363 | \$0.00      | \$0.00      | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75 | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00      | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 363 | \$0.00      | \$0.00      | \$0.00      |
|   |          |         |     |             | Subtotal:   | \$78,393.75 |
|   |          |         |     |             | Shipping:   | \$0.00      |
|   |          |         |     |             | Tax:        | \$0.00      |
| School Subtotal:  |          |         |     |             |             |             |

### Manzanita Seed Elem School 2409 E 27th St, Oakland, CA 94601

| Total Building Enrollment: 422, Grade Range: K - 5   |          |         |     |            |            |            |  |
|--|----------|---------|-----|------------|------------|------------|--|
| Product Name   | Grade    | Item #  | Qty | List Price | Net Price  | Total      |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |  |

| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 422 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 422 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

#### Markham Elementary School 7220 Krause Ave, Oakland, CA 94605 Total Building Enrollment: 271, Grade Range: K - 5 **Product Name** Grade Item # List Price Net Price Total Qty Professional Development i-Ready Assessment and Personalized 19983.0 \$3,000.00 Multiple 2 \$1,500.00 \$1,500.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) Professional Development i-Ready Assessment and Personalized Multiple 19983.0 2 \$1,500.00 \$1,500.00 \$3,000.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) 19980.0 1 Professional Development i-Ready Assessment and Personalized Multiple \$4,500.00 \$4,500.00 \$4,500.00 Instruction Practicing User Package - Delivering Differentiated Instruction, Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs each) i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math Multiple 22024.0 271 \$0.00 \$0.00 \$0.00 Per Student i-Ready Assessment and Personalized Instruction Math and Reading Site 15026.0 \$56,250.00 \$47,812.50 \$47,812.50 Multiple 1 License 201-350 Students 5 Years i-Ready Partners Implementation Support- Provisioning, Tech Support, 27943.0 1 \$7,500.00 \$0.00 \$0.00 Multiple Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (5 Years) 271 \$0.00 i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading Multiple 22025.0 \$0.00 \$0.00 Per Student Subtotal: \$58,312.50 \$0.00 Shipping: Tax: \$0.00 School Subtotal: \$58,312.50

| Martin L King Jr ES 960 10th St, Oakland, CA 94607   |          |         |     |            |            |            |
|--|----------|---------|-----|------------|------------|------------|
| Total Building Enrollment: 342, Grade Range: K - 3   |          |         |     |            |            |            |
| Product Name   | Grade    | Item #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |

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| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 342 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading Per Student   | Multiple | 22025.0 | 342 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

## McClymonds High School 2607 Myrtle St, Oakland, CA 94607

| Total Building Enrollment: 359, Grade Range: 9 - 12   |          |         |     |            |            |            |
|---|----------|---------|-----|------------|------------|------------|
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1   | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 359 | \$6.00     | \$0.00     | \$0.00     |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 359 | \$6.00     | \$0.00     | \$0.00     |
|   |          |         |     |            | Subtotal:  | \$3,000.00 |
|   |          |         |     |            | Shipping:  | \$0.00     |
| Tax:  |          |         |     |            |            |            |
| School Subtotal:  |          |         |     |            |            |            |

#### Melrose Leadership Academy 4730 Fleming Ave, Oakland, CA 94619

Total Building Enrollment: 437, Grade Range: K - 8

| Total Dahang Enforment. 197, Grade Hange, K. B  |          |         |     |             |             |             |
|---|----------|---------|-----|-------------|-------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price   | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00  | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00  | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 437 | \$0.00      | \$0.00      | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75 | \$67,893.75 |

| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years) | Multiple | 27943.0 | 1   | \$7,500.00 | \$0.00    | \$0.00      |
|---|----------|---------|-----|------------|-----------|-------------|
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 437 | \$0.00     | \$0.00    | \$0.00      |
|   |          |         |     |            | Subtotal: | \$78,393.75 |
|   |          |         |     |            | Shipping: | \$0.00      |
| Tax.  |          |         |     |            |           |             |
| School Subtotal:  |          |         |     |            |           |             |

#### Metwest High School 314 E 10th St, Oakland, CA 94606

| Total Building Enrollment: 205, Grade Range: 9 - 12   |          |         |     |            |            |            |
|---|----------|---------|-----|------------|------------|------------|
| Product Name  | Grade    | ltem #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1   | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 205 | \$6.00     | \$0.00     | \$0.00     |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 205 | \$6.00     | \$0.00     | \$0.00     |
|   |          |         |     |            | Subtotal:  | \$3,000.00 |
|   |          |         |     |            | Shipping:  | \$0.00     |
| Tax:  |          |         |     |            |            | \$0.00     |
| School Subtotal:  |          |         |     |            |            |            |

#### Montclair Elementary School 1757 Mountain Blvd, Oakland, CA 94611

Total Building Enrollment: 573, Grade Range: K - 5

| Total Building Enrollment. 573, Grade Range. K - 5  |          |         |     | 1           |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 573 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 501-800 Students 5 Years   | Multiple | 15028.0 | 1   | \$94,095.00 | \$79,980.75   | \$79,980.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading Per Student   | Multiple | 22025.0 | 573 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$90,480.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$90,480.75 |

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| Montera Middle School 5555 Ascot Dr, Oakland, CA 946  | 11       |         |     |            |            |            |
|---|----------|---------|-----|------------|------------|------------|
| Total Building Enrollment: 673, Grade Range: 6 - 8  |          |         |     |            |            |            |
| Product Name  | Grade    | ltem #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00 | \$4,500.00 |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 673 | \$6.00     | \$5.10     | \$3,432.30 |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 673 | \$0.00     | \$0.00     | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 673 | \$0.00     | \$0.00     | \$0.00     |
|   |          |         |     |            | Subtotal:  | \$7,932.30 |
|   |          |         |     |            | Shipping:  | \$0.00     |
| Tax:  |          |         |     |            |            | \$0.00     |
| School Subtotal:  |          |         |     |            |            | \$7,932.30 |

New Highland Academy 8521 A St Oakland CA 94621

| Total Building Enrollment: 325, Grade Range: K - 5  |          |         |     | -           |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 325 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 325 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
| Shipping:   |          |         |     |             |               |             |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

# Oakland Academy of Knowledge 8755 Fontaine St, Oakland, CA 94605Total Building Enrollment: 165, Grade Range: K - 5Product NameGradeItem #QtyList PriceNet PriceProfessional Development i-Ready Assessment and PersonalizedMultiple19983.02\$1,500.00\$1,500.00

Professional Development i-Ready Assessment and PersonalizedMultiple19983.02\$1,500.00\$3,000.00Instruction Advanced User Package - One Advanced User Session (1<br/>session up to 6 hrs)Session up to 6 hrsSession up

Total

| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 165 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 200 or fewer Students 5 Years  | Multiple | 15025.0 | 1   | \$33,570.00 | \$28,534.50   | \$28,534.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 165 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$39,034.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$39,034.50 |

#### Oakland High School 1023 MacArthur Blvd, Oakland, CA 94610

| Total Building Enrollment: 1657, Grade Range: 9 - 12  |          |         |      |            |               |            |
|---|----------|---------|------|------------|---------------|------------|
| Product Name  | Grade    | Item #  | Qty  | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1    | \$3,000.00 | \$3,000.00    | \$3,000.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 1657 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 1657 | \$6.00     | \$0.00        | \$0.00     |
|   |          |         |      |            | Subtotal:     | \$3,000.00 |
|   |          |         |      |            | Shipping:     | \$0.00     |
| Tax:  |          |         |      |            |               | \$0.00     |
|   |          |         |      | Sch        | ool Subtotal: | \$3,000.00 |

#### Oakland International High Sch 4521 Webster St, Oakland, CA 94609

Total Building Enrollment: 391, Grade Range: 9 - 12

| Product Name  | Grade    | Item #  | Qty | List Price | Net Price     | Total      |
|---|----------|---------|-----|------------|---------------|------------|
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1   | \$3,000.00 | \$3,000.00    | \$3,000.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 391 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 391 | \$6.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$3,000.00 |
|   |          |         |     |            | Shipping:     | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$3,000.00 |

#### Oakland Technical High School 4351 Broadway, Oakland, CA 94611

Total Building Enrollment: 1960, Grade Range: 9 - 12

| Product Name  | Grade    | ltem #  | Qty  | List Price | Net Price     | Total      |
|---|----------|---------|------|------------|---------------|------------|
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1    | \$3,000.00 | \$3,000.00    | \$3,000.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 1960 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 1960 | \$6.00     | \$0.00        | \$0.00     |
|   |          |         |      |            | Subtotal:     | \$3,000.00 |
|   |          |         |      |            | Shipping:     | \$0.00     |
|   |          |         |      |            | Tax:          | \$0.00     |
|   |          |         |      | Sch        | ool Subtotal: | \$3,000.00 |

#### Oakland Unified School Dist 1000 Broadway, Oakland, CA 94607

| Total Building Enrollment: 35256, Grade Range: PK - 12  |          |         |     |            |           |        |  |  |
|---|----------|---------|-----|------------|-----------|--------|--|--|
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price | Total  |  |  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Add on Leadership Session (Up to 3 hrs) | Multiple | 19984.0 | 28  | \$0.00     | \$0.00    | \$0.00 |  |  |
| Subtotal:   |          |         |     |            |           |        |  |  |
|   |          |         |     |            | Shipping: | \$0.00 |  |  |
| Tax:  |          |         |     |            |           |        |  |  |
| School Subtotal:  |          |         |     |            |           |        |  |  |

### Parker Elementary School 7929 Ney Ave, Oakland, CA 94605

| Total Building Enrollment: 182, Grade Range: PK - 8   |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 182 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 200 or fewer Students 5 Years  | Multiple | 15025.0 | 1   | \$33,570.00 | \$28,534.50   | \$28,534.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 182 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$39,034.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$39,034.50 |

#### Peralta Elementary School 460 63rd St, Oakland, CA 94609

Total Building Enrollment: 339, Grade Range: K - 5

| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 339 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 339 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

#### Piedmont Avenue Elem School 4314 Piedmont Ave, Oakland, CA 94611

Total Building Enrollment: 317, Grade Range: K - 5

| Total Building Enrollment: 317, Grade Range: K - 5  |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 317 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 317 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

#### Place At Prescott Elem Sch 920 Campbell St, Oakland, CA 94607

| Total Building Enrollment: 103, Grade Range: PK - 5   |          |         | <u></u> |             | N. C. D. S. | <b>-</b> · · |
|---|----------|---------|---------|-------------|-------------|--------------|
| Product Name  | Grade    | Item #  | Qty     | List Price  | Net Price   | Total        |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2       | \$1,500.00  | \$1,500.00  | \$3,000.00   |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2       | \$1,500.00  | \$1,500.00  | \$3,000.00   |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1       | \$4,500.00  | \$4,500.00  | \$4,500.00   |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 103     | \$0.00      | \$0.00      | \$0.00       |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 200 or fewer Students 5 Years  | Multiple | 15025.0 | 1       | \$33,570.00 | \$28,534.50 | \$28,534.50  |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1       | \$7,500.00  | \$0.00      | \$0.00       |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 103     | \$0.00      | \$0.00      | \$0.00       |
|   |          |         |         |             | Subtotal:   | \$39,034.50  |
|   |          |         |         |             | Shipping:   | \$0.00       |
|   |          |         |         |             | Tax:        | \$0.00       |
| School Subtotal:  |          |         |         |             |             | \$39,034.50  |

| Ralph J Bunche HS 1240 18th St, Oakland, CA 94607   |          |         |     |            |            |            |
|---|----------|---------|-----|------------|------------|------------|
| Total Building Enrollment: 75, Grade Range: 11 - 12   |          |         |     |            |            |            |
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1   | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 75  | \$6.00     | \$0.00     | \$0.00     |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 75  | \$6.00     | \$0.00     | \$0.00     |
|   |          |         |     |            | Subtotal:  | \$3,000.00 |
|   |          |         |     |            | Shipping:  | \$0.00     |
|   |          |         |     |            | Tax:       | \$0.00     |
| School Subtotal:  |          |         |     |            |            |            |

#### Reach Academy 9860 Sunnyside St, Oakland, CA 94603

#### Total Building Enrollment: 387, Grade Range: K - 5 **Product Name** Grade Item # Qty List Price Net Price Total 2 Professional Development i-Ready Assessment and Personalized Multiple 19983.0 \$3,000.00 \$1,500.00 \$1,500.00 Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs) Professional Development i-Ready Assessment and Personalized 19983.0 2 \$1,500.00 \$1,500.00 \$3,000.00 Multiple Instruction Advanced User Package - One Advanced User Session (1 session up to 6 hrs)

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013

Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 387 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 387 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
| Tax:  |          |         |     |             |               | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

| Redwood Heights ES 4401 39th Ave, Oakland, CA 94619   |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Total Building Enrollment: 355, Grade Range: K - 5  |          |         |     |             |               |             |
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 355 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 355 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

| Rise Community School 8521 A St, Oakland, CA 94621   |          |         |     |            |            |            |
|--|----------|---------|-----|------------|------------|------------|
| Total Building Enrollment: 195, Grade Range: K - 5   |          |         |     |            |            |            |
| Product Name   | Grade    | Item #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs) | Multiple | 19983.0 | 2   | \$1,500.00 | \$1,500.00 | \$3,000.00 |

| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 195 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 200 or fewer Students 5 Years  | Multiple | 15025.0 | 1   | \$33,570.00 | \$28,534.50   | \$28,534.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 195 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$39,034.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$39,034.50 |

#### Roosevelt MS 1926 E 19th St, Oakland, CA 94606

| Total Building | Enrollment: | 595, | Grade Range: 6 - 8 |
|----------------|-------------|------|--------------------|
|                |             |      |                    |

| Total building Enrollment. 595, Grade Range. 0 - 0  |          |         |     | 1          |               |            |
|---|----------|---------|-----|------------|---------------|------------|
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 595 | \$6.00     | \$5.10        | \$3,034.50 |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 595 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 595 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$7,534.50 |
|   |          |         |     |            | Shipping:     | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$7,534.50 |

#### Rudsdale Continuation HS 8251 Fontaine St, Oakland, CA 94605 Total Building Enrollment: 148, Grade Range: 11 - 12 Grade Item # List Price **Product Name** Qty Net Price Total Professional Development i-Ready Assessment New User Package -Multiple 19985.0 1 \$3,000.00 \$3,000.00 \$3,000.00 Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6 hrs each) i-Ready Assessment Math Per Student License Grades 9-12 1 Year Multiple 14928.0 148 \$6.00 \$0.00 \$0.00 i-Ready Assessment Reading Per Student License Grades 9-12 1 Year Multiple 14936.0 148 \$6.00 \$0.00 \$0.00 Subtotal: \$3,000.00 Shipping: \$0.00 Tax: \$0.00 School Subtotal: \$3,000.00

#### Sankofa Academy 581 61st St, Oakland, CA 94609

| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 195 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 200 or fewer Students 5 Years  | Multiple | 15025.0 | 1   | \$33,570.00 | \$28,534.50   | \$28,534.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 195 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$39,034.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$39,034.50 |

| Total Building Enrollment: 414, Grade Range: K - 5  |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 414 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 414 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

#### Skyline Senior HS 12250 Skyline Blvd, Oakland, CA 94619

| Total Building Enrollment: 1577, Grade Range: 9 - 12  |           |         |      |            |               |            |
|---|-----------|---------|------|------------|---------------|------------|
| Product Name  | Grade     | ltem #  | Qty  | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple  | 19985.0 | 1    | \$3,000.00 | \$3,000.00    | \$3,000.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple  | 14928.0 | 1577 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple  | 14936.0 | 1577 | \$6.00     | \$0.00        | \$0.00     |
|   |           |         |      |            | Subtotal:     | \$3,000.00 |
|   | Shipping: |         |      |            |               |            |
|   |           |         |      |            | Tax:          | \$0.00     |
|   |           |         |      | Sch        | ool Subtotal: | \$3,000.00 |

#### Sojourner Truth Ind Study-Elp 8251 Fontaine St, Oakland, CA 94605

Total Building Enrollment: 216, Grade Range: K - 12

| Product Name  | Grade    | Item #  | Qty | List Price | Net Price     | Total      |
|---|----------|---------|-----|------------|---------------|------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 101 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 216 | \$6.00     | \$5.10        | \$1,101.60 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 101 | \$6.00     | \$0.00        | \$0.00     |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 216 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 216 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$5,601.60 |
|   |          |         |     |            | Shipping:     | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$5,601.60 |

#### Street Academy 417 29th St, Oakland, CA 94609

| Total Building Enrollment: 97, Grade Range: 9 - 12  |          |         |     |            |               |            |  |  |
|---|----------|---------|-----|------------|---------------|------------|--|--|
| Product Name  | Grade    | ltem #  | Qty | List Price | Net Price     | Total      |  |  |
| Professional Development i-Ready Assessment New User Package -<br>Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6<br>hrs each) | Multiple | 19985.0 | 1   | \$3,000.00 | \$3,000.00    | \$3,000.00 |  |  |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year  | Multiple | 14928.0 | 97  | \$6.00     | \$0.00        | \$0.00     |  |  |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year   | Multiple | 14936.0 | 97  | \$6.00     | \$0.00        | \$0.00     |  |  |
|   |          |         |     |            | Subtotal:     | \$3,000.00 |  |  |
|   |          |         |     |            | Shipping:     |            |  |  |
|   |          |         |     |            | Tax:          | \$0.00     |  |  |
|   |          |         |     | Sch        | ool Subtotal: | \$3,000.00 |  |  |

| Think College Now Elem School 2825 International Blvd, Oakland, CA 94601 |       |        |     |            |           |       |  |
|--|-------|--------|-----|------------|-----------|-------|--|
| Total Building Enrollment: 297, Grade Range: K - 5                       |       |        |     |            |           |       |  |
| Product Name   | Grade | Item # | Qty | List Price | Net Price | Total |  |

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013

Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
|---|----------|---------|-----|-------------|---------------|-------------|
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 297 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 201-350 Students 5 Years   | Multiple | 15026.0 | 1   | \$56,250.00 | \$47,812.50   | \$47,812.50 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 297 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$58,312.50 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$58,312.50 |

#### Thornhill Elementary School 5880 Thornhill Dr, Oakland, CA 94611

| Total Building Enrollment: 370, Grade Range: K - 5  |          |         |     |             |               |             |
|---|----------|---------|-----|-------------|---------------|-------------|
| Product Name  | Grade    | Item #  | Qty | List Price  | Net Price     | Total       |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Advanced User Package - One Advanced User Session (1<br>session up to 6 hrs)  | Multiple | 19983.0 | 2   | \$1,500.00  | \$1,500.00    | \$3,000.00  |
| Professional Development i-Ready Assessment and Personalized<br>Instruction Practicing User Package - Delivering Differentiated Instruction,<br>Helping all Learners Succeed, and Tailored Support (3 sessions up to 6 hrs<br>each) | Multiple | 19980.0 | 1   | \$4,500.00  | \$4,500.00    | \$4,500.00  |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math<br>Per Student   | Multiple | 22024.0 | 370 | \$0.00      | \$0.00        | \$0.00      |
| i-Ready Assessment and Personalized Instruction Math and Reading Site<br>License 351-500 Students 5 Years   | Multiple | 15027.0 | 1   | \$79,875.00 | \$67,893.75   | \$67,893.75 |
| i-Ready Partners Implementation Support- Provisioning, Tech Support,<br>Hosting, Data Management, Implementation Planning, Data Reviews, and<br>Check ins (5 Years)   | Multiple | 27943.0 | 1   | \$7,500.00  | \$0.00        | \$0.00      |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 370 | \$0.00      | \$0.00        | \$0.00      |
|   |          |         |     |             | Subtotal:     | \$78,393.75 |
|   |          |         |     |             | Shipping:     | \$0.00      |
|   |          |         |     |             | Tax:          | \$0.00      |
|   |          |         |     | Sch         | ool Subtotal: | \$78,393.75 |

#### United for Success Academy 2101 35th Ave, Oakland, CA 94601

| Total Building Enrollment: 375, Grade Range: 6 - 8  |          |         |     |            |               |            |
|---|----------|---------|-----|------------|---------------|------------|
| Product Name  | Grade    | Item #  | Qty | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 375 | \$6.00     | \$5.10        | \$1,912.50 |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 375 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 375 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$6,412.50 |
|   |          |         |     |            | Shipping:     | \$0.00     |
|   |          |         |     |            | Tax:          | \$0.00     |
|   |          |         |     | Sch        | ool Subtotal: | \$6,412.50 |

| Total Building Enrollment: 375, Grade Range: 6 - 8  |          |         |     |            |               |            |
|---|----------|---------|-----|------------|---------------|------------|
| Product Name  | Grade    | ltem #  | Qty | List Price | Net Price     | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00    | \$4,500.00 |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 375 | \$6.00     | \$5.10        | \$1,912.50 |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 375 | \$0.00     | \$0.00        | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 375 | \$0.00     | \$0.00        | \$0.00     |
|   |          |         |     |            | Subtotal:     | \$6,412.50 |
|   |          |         |     |            | Shipping:     | \$0.00     |
| Tax:  |          |         |     |            |               |            |
|   |          |         |     | Sch        | ool Subtotal: | \$6,412.50 |

### West Oakland MS 991 14th St, Oakland, CA 94607

| Total Building Enrollment: 198, Grade Range: 6 - 8  |          |         |     |            |            |            |
|---|----------|---------|-----|------------|------------|------------|
| Product Name  | Grade    | ltem #  | Qty | List Price | Net Price  | Total      |
| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00 | \$4,500.00 |
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 198 | \$6.00     | \$5.10     | \$1,009.80 |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 198 | \$0.00     | \$0.00     | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 198 | \$0.00     | \$0.00     | \$0.00     |
| Subtotal:   |          |         |     |            |            | \$5,509.80 |
| Shipping:   |          |         |     |            |            | \$0.00     |
| Tax.  |          |         |     |            |            | \$0.00     |
| School Subtotal:  |          |         |     |            |            | \$5,509.80 |

| Westlake MS 2629 Harrison St, Oakland, CA 94612    |       |        |     |            |           |       |
|--|-------|--------|-----|------------|-----------|-------|
| Total Building Enrollment: 312, Grade Range: 6 - 8 |       |        |     |            |           |       |
| Product Name                                       | Grade | Item # | Qty | List Price | Net Price | Total |

| Professional Development i-Ready Assessment and Personalized<br>Instruction New User Package - Getting Good Data, Using Data to Plan<br>Instruction, and Tailored Support (3 sessions up to 6 hrs each) | Multiple | 19979.0 | 1   | \$4,500.00 | \$4,500.00 | \$4,500.00 |
|---|----------|---------|-----|------------|------------|------------|
| i-Ready Assessment Reading Per Student License 1 Year   | Multiple | 13088.0 | 312 | \$6.00     | \$5.10     | \$1,591.20 |
| i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Reading<br>Per Student  | Multiple | 22025.0 | 312 | \$0.00     | \$0.00     | \$0.00     |
| i-Ready Reading Instruction Add On Purchase Add-On Pilot  | Multiple | 22015.0 | 312 | \$0.00     | \$0.00     | \$0.00     |
| Subtotal:   |          |         |     |            |            | \$6,091.20 |
| Shipping:   |          |         |     |            |            | \$0.00     |
| Tax:  |          |         |     |            |            | \$0.00     |
| School Subtotal:  |          |         |     |            | \$6,091.20 |            |

| Total               |                |
|---------------------|----------------|
| List Total:         | \$4,563,510.00 |
| Savings:            | \$1,012,291.50 |
| Merchandise Total:  | \$3,551,218.50 |
| Voucher/Credit:     | \$0.00         |
| Estimated Tax:      | \$0.00         |
| Estimated Shipping: | \$0.00         |
| Total:              | \$3,551,218.50 |

#### **Special Notes**

All i-Ready purchases require professional development. 15% discount applied to i-Ready site licenses and 15% applied to per student licenses based on scope of quote. 10% multi-year discount applied to i-Ready. PO for full amount must be submitted upfront to receive multi-year discount.

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

Please submit this quote with your purchase order

Y81M

## **Curriculum Associates**<sup>®</sup>

Information on Professional Development Sessions and COVID-19

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

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

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

## **Curriculum Associates**<sup>®</sup>

#### Notice for Usage of Teacher Toolbox Materials

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

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

## **Curriculum Associates**<sup>®</sup>

#### Placing an Order

Email: orders@cainc.com | Fax: 1-800-366-1158 Mail:

ATTN: CUSTOMER SERVICE DEPT. Curriculum Associates LLC 153 Rangeway Rd North Billerica, MA 01862-2013 Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

#### Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

| Order Amount          | Freight Amount        | Order Amount              | Freight Amount |  |  |  |
|-----------------------|-----------------------|---------------------------|----------------|--|--|--|
| \$74.99 or less       | Max charge of \$12.75 | \$5,000.00 to \$99,999.99 | 8% of order    |  |  |  |
| \$75.00 to \$999.99   | 12% of order          | \$100,000 and more        | 6% of order    |  |  |  |
| \$1,000 to \$4,999.99 | 10% of order          |                           |                |  |  |  |

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

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

#### Payment Terms

Payment terms are as follows:

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

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

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

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

#### Invoice Receipt Preference

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

#### i-Ready®

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

#### Return Policy

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

#### <u>Exhibit B</u>

#### Data Handling and Privacy Statement Last Updated: October 12, 2020

**Purpose**. Curriculum Associates ("CA") takes the protection of our customers' data and information, particularly student data, very seriously. The purpose of this Data Handling and Privacy Statement is to inform our customers about our current data security policies and practices, which are intended to safeguard this sensitive information. CA handles customer data in a manner consistent with applicable laws and regulations, including, without limitation, the Federal Family Educational Rights and Privacy Act (FERPA), the California Student Online Personal Information Protection Act (SOPIPA), the Children's Online Privacy Protection Act (COPPA), the California Consumer Privacy Act, and other state student data privacy protection laws.

**Scope**. This policy covers the collection, use, and storage of data that is obtained through the use of the products and related services accessible through the use of CA's proprietary i-Ready<sup>®</sup> platform, i-Ready Connect<sup>™</sup>. These include i-Ready<sup>®</sup> Assessment, i-Ready Learning, i-Ready Learning Games, i-Ready Standards Mastery, i-Ready reports and reporting tools, and the e-book versions and digital components of Ready Classroom<sup>™</sup> Mathematics. All of these products and services are collectively referred to in this policy as "i-Ready." Note that there are separate terms applicable only to Ready Teacher Toolbox, an educator-only facing product. These separate terms are described at the end of this privacy statement.

#### Student Data Obtained and Collected.

CA receives certain information, which we receive pursuant to the school official exception under FERPA, from its school district customers to enable students to use i-Ready. The following information is generally provided to CA for each student user of i-Ready:

- student first and last name;
- date of birth;
- gender;
- ethnicity or race;
- student identification number;
- student school or class enrollment;
- student grade level;
- teacher name;
- English language learner status, and;
- eligibility for free- or reduced-price lunch.

Note that some of these data fields (such as ethnicity or race, ELL status, eligibility for free or reducedprice lunch) are not required for the use of i-Ready. However, where districts would like reporting capabilities based on these categories, they may choose to provide this information to CA.

#### Data We Do Not Collect.

CA never obtains or collects the following categories of information through the use of i-Ready:

- user biometric or health data;
- user geolocation data;

- student email addresses or social media profile information; or
- student mailing addresses or phone numbers, or other such "directory" information.

#### Usage Data.

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

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

- For Services. CA only uses student-identifiable data provided by schools and/or school districts to make i-Ready available to that particular student, and to provide related reports and services to that student's school and school district and its educators and administrators. CA uses student data collected from the use of i-Ready for the purpose of making i-Ready available to its customers and for improving its content and effectiveness.
- **For Reporting**. CA provides reporting capabilities to its educator customers, and these reports are generated based on i-Ready usage information.
- For Account Support. Customers' usage data may also be used on an aggregated basis to allow CA' account management, customer service and tech support teams to provide services that meet the specific needs of our educator customers.
- **Treatment as PII**. CA treats all student-identifiable data, and any combination of that data, as personally-identifiable information, and that data is stored securely as described more fully below.
- No Solicitation of Students. CA receives education records from our school district customers to enable students and teachers to use i-Ready. CA does not solicit personally identifiable information directly from students—all student information is provided by school district customers or created through the use of the i-Ready platform. Because i-Ready is only used in the context of school-directed learning, schools are not required to obtain parental consent under COPPA to provide us with this data, although many customers choose to do so to comply with state or local requirements.
- No Ownership. CA does not obtain any ownership interest in student-identifiable data.

#### How We Use De-Identified Data.

- CA collects and uses "de-identified student data", which refers to data generated from usage of i-Ready from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students.
- CA uses this aggregated, de-identified student data for core product functionality to make i-Ready a more effective, adaptive product.
- CA uses de-identified data to provide services to our educator customers. We sometimes use third party software tools (such as Salesforce or Domo) to enhance the level of service we provide. However, we only use de-identified data with these tools.
- CA also uses de-identified student data for research and development purposes. This might

include research analyzing the efficacy of i-Ready or development efforts related to our product and service offerings. We also conduct research using de-identified data for studies focused on improving educational systems and student outcomes more generally.

- While some of this research work is done internally, CA does share de-identified student data with trusted third-party research partners as part of these research initiatives.
- CA does not attempt to re-identify de-identified student data and takes reasonable measures to protect against the re-identification of its de-identified student data.
- Our research partners are prohibited from attempting to re-identify de-identified student data.
- CA does not sell student identifiable data or aggregated de-identified student data to third parties.

#### No Targeted Advertisements or Marketing.

- CA does not include advertisements or marketing messages within i-Ready nor does it use student data for targeted advertising or marketing.
- No student data collected in connection with i-Ready usage is shared with third parties for any advertising, marketing, or tracking purposes.

#### No User Interactions.

- There are no social interactions between users in i-Ready, and a given user's account is not accessible to other student users or third parties. Thus there is no opportunity for cyberbullying within i-Ready.
- There is no ability for users to upload user content created outside of i-Ready. Other than responses to questions or instructional prompts, students cannot create content within i-Ready
- i-Ready user information does not involve the creation of a profile, and cannot be shared for social purposes.

**Student Privacy Pledge**. To further demonstrate its commitment to protecting the privacy of student information, CA has taken the Student Privacy Pledge <u>https://studentprivacypledge.org/</u>. This means that, among other things, CA has pledged not to sell student information, not to engage in behaviorally targeted advertising, and to use collected data for authorized purposes only. CA only uses collected student data for the purposes described in the "How We Use Student Data" paragraph.

How We Use Educator Data. CA also collects the following information about educators that use the i-Ready platform: name, school or district affiliation, grade level teaching, and email address. CA uses this information for account registration and maintenance purposes. CA also records when educator account logins are created, and when educators log in and out of the i-Ready platform. CA utilizes a third-party service provider to host professional-development content for educators in a learningmanagement system (LMS). For any educator who utilizes that content, CA and/or the educator will provide certain i-Ready account information to its third-party service provider, and this information will be used to communicate with educators and district-level administrators more effectively about their specific implementation and to better understand how educators use the i-Ready and LMS platforms.

#### Data Storage Location.

• i-Ready is a cloud-based application.

- Our servers are located in Tier 1 data centers located in the United States.
- We do not store any student data outside of the US.

#### Network-Level Security Measures.

- CA's i-Ready systems and servers are hosted in a cloud environment.
- Our hosting provider implements network-level security measures in accordance with industry standards.
- Curriculum Associates manages its own controls of the network environment.

#### Server-Level Security Measures.

- Access to production servers is limited to a small, identified group of operations engineers who are trained specifically for those responsibilities.
- The servers are configured to conduct daily updates for any security patches that are released and applicable.
- The servers have anti-virus protection, intrusion detection, configuration control, monitoring/alerting, and automated backups.
- Curriculum Associates conducts regular vulnerability testing.

<u>Computer/Laptop/Device Security Measures</u>. Curriculum Associates employs a full IT staff that manages and secures its corporate and employee IT systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus protection. Access to all CA computers and laptops is password-controlled. CA sets up teacher and administrator accounts for i-Ready so that they are also password-controlled. We support customers that use single sign on (SSO) technology for accessing i-Ready.

#### Encryption.

- i-Ready is only accessible via https and all public network traffic is encrypted with the latest encryption standards.
- Encryption of data at rest is implemented for all data stored in the i-Ready system.

**Employee and Contractor Policies and Procedures**. CA limits access to student- identifiable data and customer data to those employees who need to have such access in order to allow CA to provide quality products and services to its customers. CA requires all employees who have access to CA servers and systems to sign confidentiality agreements. CA requires its employees and contractors who have access to student data to participate in annual training sessions on IT security policies and best practices. Any employee who ceases working at CA is reminded of his or her confidentiality obligations at the time of departure, and network access is terminated at that time.

<u>Third-Party Audits and Monitoring</u>. In addition to internal monitoring and vulnerability assessments, Curriculum Associates contracts with a third party to conduct annual security audits, which includes penetration testing of the i-Ready application. Curriculum Associates reviews the third-party audit findings and implements recommended security program changes and enhancements where practical and appropriate.

**Data Retention and Destruction**. Student and teacher personal data is used only in the production systems and only for the explicitly identified functions of the i-Ready application. Student and teacher personal data is de-identified before any testing or research activities may be conducted. Upon the

written request of a customer, Curriculum Associates will remove all personally identifiable student and educator data from its production systems when CA will no longer be providing access to i-Ready to that customer. In addition, CA reserves the right, in its sole discretion, to remove a particular customer's student data from its production servers a reasonable period of time after its relationship with the customer has ended, as demonstrated by the end of contract term or a significant period of inactivity in all customer accounts. Student data is removed from backups in accordance with CA's data retention practices. If CA is required to restore any materials from its backups, it will purge all student-identifiable data not currently in use in the production systems from the restored backups.

#### Correction and Removal of Student Data.

- Parents of students who use i-Ready may request correction or removal of their child's personally identifiable data from i-Ready by contacting their child's teacher or school administrator. The teacher or school administrator can then verify the identity of the requesting party and notify CA of the request.
- CA will promptly comply with valid requests for correction or removal of student data; however, removal of student personally identifiable data will limit that student's ability to use i-Ready.

#### Breach Notification.

CA follows documented "Security Incident Management Procedures" when investigating any potential security incident. In the event of a data security breach, CA will notify impacted customers as promptly as possible that a breach has occurred, and will inform them (to the extent known) what data has been compromised. CA expects customers to notify individual teachers and parents of any such breach to the extent required, but will provide customers reasonably requested assistance with such notifications and will also reimburse customers for the reasonable costs associated with legally required breach notices.

#### Data Collection and Handling Practices for All Teacher Toolboxes

The Teacher Toolbox for Ready Classroom Mathematics, Ready Mathematics, Ready Reading, and Ready Writing provides a set of digital resources intended for use by educators. It is not a studentfacing product, and therefore no student data is collected through the use of any Teacher Toolboxes. CA collects the following information about educators who use a Teacher Toolbox: name, school or district affiliation, grade level teaching, and email address. CA uses this information for account registration and maintenance purposes. CA also records when educator account logins are created, and when educators log in and out of Teacher Toolbox. When a teacher uses a Teacher Toolbox, our systems record which resources have been accessed by whom and the frequency of access. We use this information for product development purposes, to ensure that we are providing educators with resources that are useful to them. Our account management, customer service and tech support teams also use this information to provide more specifically tailored support to our educator customers. Upon request, we may also provide this information to school or district level administrators to help them better understand how our Toolbox resources are used by educators in their school or district. We also use this information to communicate with educators more effectively about their specific implementation. We do not sell this information or otherwise share it with any third parties, nor do we serve advertisements to educators based on this usage data. We do not use this data to create a profile about any of the educators who use our products to provide to anyone outside of CA. We simply use

this collected data for internal purposes to make our product and service offerings better.

If you have any questions about our data handling practices or this privacy policy, you may contact us at <a href="mailto:privacy@cainc.com">privacy@cainc.com</a>.

<u>California and Nevada Residents</u>: Visit <u>https://cdn.i-ready.com/instruction/content/system-</u> <u>check/iReady Privacy Policy CCPA Addendum.pdf</u> for additional rights applicable to you effective as of January 1, 2020.

#### Exhibit C

#### California Addendum to Customer Contract

**WHEREAS**, the District and the Curriculum Associates entered into an agreement for technology services (the "Customer Agreement").

WHEREAS, the District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the California Consumer Privacy Act ("CCPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between District and a third-party Service Provider must include certain terms;
 WHEREAS, the CCPA requires, in part that any agreement entered into, renewed or amended after January 1, 2020 between District and a Service Provider must include certain terms; and

**WHEREAS**, the District and Curriculum Associates desire to have the Customer Agreement and the services provided comply with AB 1584 and the CCPA.

NOW, THEREFORE, the Parties agree as follows:

- 1. The terms and conditions of the Customer Agreement and any addenda are incorporated herein by reference.
- 2. The term of this Addendum shall expire on the termination date of the Customer Agreement.
- 3. Pupil Records, as such term is defined in AB 1584, obtained by Curriculum Associates from District continue to be the property of and under the control of the District.
- 4. There will be no Pupil Generated Content (as defined in AB 1584) created pursuant to the Customer Agreement.
- 5. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting the pupil's teacher or school administrator, who will serve as a conduit between Curriculum Associates and District.
- 6. Curriculum Associates shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, as described in the Data Handling Policy attached to the Customer Agreement.
- 7. In the event of an unauthorized disclosure of a pupil's records, Curriculum Associates

shall coordinate with the District to report the breach to any affected parent, legal guardian, or eligible pupil as described in the Data Handling Policy.

- 8. Curriculum Associates shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Customer Agreement.
- 9. Curriculum Associates certifies that upon termination of the Customer Agreement, and upon written request from the District, Curriculum Associates will remove and destroy all pupil records in its possession.
- 10. District agrees to work with Curriculum Associates to ensure compliance with FERPA as described herein.
- 11. Curriculum Associates agrees that as a service provider (as defined in the CCPA) to District, Curriculum Associates shall not retain, use, or disclose the personal information of consumers (as defined in the CCPA) as provided by District for any purpose other than for the specific purpose of delivering the technology services pursuant to the Customer Agreement, unless required by applicable law, including retaining, using, or disclosing personal information for a commercial purpose other than providing the services to the District.
- 12. In order to comply with consumer "right to know," access, or deletion requests, Curriculum Associates shall provide a response or permanently delete any personal information in accordance with the CCPA or other applicable privacy law within thirty (30) business days of receipt of such a verified request from District. Should Curriculum Associates receive a direct request from a consumer to exercise any rights under the CCPA, Curriculum Associates agrees to inform the consumer that the request should be made directly to the District, and to provide the consumer with contact information.

#### CALIFORNIA STUDENT DATA PRIVACY

AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Baldwin Park Unified School District

AND

Provider:

Curriculum Associates, LLC

September 30, 2019

This California Student Data Privacy Agreement ("DPA") is entered into by and between Baldwin Park Unified School District (hereinafter referred to as "LEA) and

Curriculum Associates, LLC, hereinafter referred to as "Provider") on September 30, 2019.

. The Parties agree to

### RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract set forth by Price Quote 187208.3 dated August 1, 2019 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

### **ARTICLE I: PURPOSE AND SCOPE**

1. <u>Purpose of DPA</u>. The purpose of this DPA is to describe the duties and responsibilities to

protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

- 2. <u>Nature of Services Provided</u>. The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in the Service Agreement.
- 3. <u>Student Data to Be Provided</u>. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as <u>Exhibit "B"</u>.
- 4. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. <u>Student Data Propertv of LEA.</u> All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. To the extent applicable, Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
- 2. <u>Parent Access.</u> LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's written request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 3. <u>Separate Account.</u> If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
- 4. <u>Third Party Request.</u> Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. <u>Subprocessors</u>. Provider shall have written agreements in place with all Subprocessors performing

functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

### **ARTICLE III: DUTIES OF LEA**

- <u>Privacv Compliance</u>. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
- Annual Notification of Rights. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
- 3. <u>Reasonable Precautions</u>. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- Unauthorized Access Notification. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **ARTICLE IV: DUTIES OF PROVIDER**

- <u>Privacy Compliance</u>. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
- 2. <u>Authorized Use.</u> The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
- <u>Employee Obligation</u>. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4. <u>No Disclosure</u>. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

- 5. Disposition of Data. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, except for backups, which are automatically deleted over time in accordance with Provider's data retention and destruction policies. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition, except for backups as noted above. Provider shall provide written notification to LEA when the Student Data has been disposed in response to such written request. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within thirty (30) calendar days of receipt of said request.
  - a. Partial Disposal During Term of Service Agreement. Throughout the Term of the Service Agreement, LEA may request in writing partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.
  - b. Complete Disposal Upon Termination of Service Agreement. Upon Termination of the Service Agreement and written request from the LEA, Provider shall dispose or delete all Student Data obtained under the Service Agreement, except for backups as noted above. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.
- 6. <u>Advertising Prohibition</u>. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Services to LEA, This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes, or from using de-identified data for product development, product functionality and research purposes.

## **ARTICLE V: DATA PROVISIONS**

1. <u>Data Security</u>. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. Passwords and Employee Access. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. Destruction of Data. Provider shall destroy or delete all Student Data obtained under the Service Agreement upon written request from the LEA when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition, except for backups as noted above.
- c. Security Protocols. Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. Employee Training. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology. When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. Security Coordinator. If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. Subprocessors Bound. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

h. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. <u>Data Breach</u>. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours of becoming aware of such an event. Provider shall follow the following process:

- a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
  - i. The name and contact information of the reporting LEA subject to this section.
  - ii. A list of the types of personal information that were believed to have been the subject of a breach.
  - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA's discretion, the security breach notification may also include any of the following:
  - i. Information about what the agency has done to protect individuals whose information has been breached.
  - Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil. Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- **g.** In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

### **ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS**

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

## **ARTICLE VII: MISCELLANEOUS**

- 1. <u>Term.</u> The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data.
- 2. <u>Termination</u>. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
- 3. <u>Effect of Termination Survival.</u> If the Service Agreement is terminated, the Provider shall destroy all of LEA's data upon written request from the LEA pursuant to Article V, section 1(b), and Article II, section 3, above, except for backups as noted above.
- 4. <u>Priority of Agreements.</u> This DPA shall govern the treatment of Student Data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
- 5. <u>Notice</u>. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

#### a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Rick Hassler Title: CTO/Director of ETS

Contact Information: Rick Hassler 3699 N. Holly Ave Baldwin Park, CA 91706

The designated representative for the Provider for this Agreement is:

Name: Jill Bradford Title: VP and General Counsel

Contact Information: 153 Rangeway Road No Billerica, MA 01862 jbradf ord@cainc.com

**b.** Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Jill Bradford Title: VP and General Counsel

Contact Information: 153 Range Way Road North Billerica, MA 01862 ibradford@cainc.com

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

- 7. <u>Severability</u>. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- 8. <u>Governing Law: Venue and Jurisdiction.</u> THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 9. <u>Authority</u>. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any subprocessor of the Provider shall also be bound to the Agreement.
- 10. <u>Waiver</u>. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- 11. <u>Successors Bound</u>. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Curriculum Associates, LLC

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| BY: QH2 VILL                            | _Date:9/30/2019                        |
|---|--|
| Printed Name: Robert Waldron            | Title/Position:Chief Executive Officer |
| Local Education Agency: Baldwin         | Park Unified School District           |
| BY:                                     | Date: 12 11 19                         |
| Printed Name: Dr. Froilan N.<br>Mendoza | Title/Position: Superintendent         |

Note: Electronic signature not permitted.

# EXHIBIT "A"

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- 6

## DESCRIPTION OF SERVICES

# [INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

License(s) granted to LEA to access Provider's i-Ready educational software and related digital products.

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# EXHIBIT "B"

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# SCHEDULE OF DATA

| Category of<br>Data           | Elements   | Check if used<br>by your<br>system | Conduct                    | Conduct or<br>behavioral<br>data                                      |        |
|-------------------------------|--|------------------------------------|----------------------------|---|--------|
|                               | IP Addresses<br>of users, Use                              | x                                  |                            | Date of Birth<br>Place of Birth                                       | X      |
| Application                   | of cookies etc.  |                                    |                            | Gender  | X      |
| Technology<br>Meta Data       | Other<br>application<br>technology                         |                                    |                            | Ethnicity or race   | x<br>x |
|                               | meta data-<br>Please specify:                              |                                    |                            | Language<br>information<br>(native,                                   |        |
| Application<br>Use Statistics | Meta data on<br>user<br>interaction<br>with<br>application | X                                  | Demographics               | preferred or<br>primary<br>language<br>spoken by<br>student)<br>Other |        |
| Assessment                    | Standardized<br>test scores<br>Observation                 |                                    |                            | demographic<br>information-<br>Please specify:                        |        |
|                               | data<br>Other  |                                    |                            | Student school<br>enrollment  | х      |
|                               | assessment<br>data-Please                                  |                                    |                            | Student grade<br>level  | х      |
|                               | specify:   |                                    |                            | Homeroom<br>Guidance  |        |
|                               | Otal tables  |                                    |                            | counselor   |        |
| Attendance                    | Student school<br>(daily)<br>attendance<br>data            |                                    | Enrollment                 | Specific<br>curriculum<br>programs                                    |        |
|                               | Student class attendance                                   |                                    |                            | Year of graduation  |        |
|                               | data   |                                    |                            | Other<br>enrollment   |        |
|                               | Online<br>communications                                   |                                    |                            | information-<br>Please specify:                                       |        |
| Communications                | captured   |                                    | Parent/Guardian<br>Contact | Address<br>Email  |        |
|                               | (emails, blog<br>entries)                                  |                                    | Information                | Phone   |        |

|                        | D               |   |
|------------------------|-----------------|---|
| Parent/<br>Guardian ID | Parent ID       |   |
|                        | number          |   |
|                        | (created to     |   |
|                        | link parents to |   |
|                        | students)       |   |
|                        |                 |   |
| Parent/                | First and/or    |   |
| Guardian Name          | Last            |   |
|                        |                 |   |
|                        | Student         |   |
|                        | scheduled       |   |
| Schedule               | courses         |   |
| Schedule               | Teacher         | X |
|                        |                 | A |
|                        | names           |   |
|                        | Paglist         |   |
|                        | English         |   |
|                        | language        |   |
|                        | learner         |   |
|                        | information     |   |
|                        | Low income      |   |
|                        | status          |   |
|                        | Medical alerts  |   |
|                        | /health data    |   |
|                        | Student         |   |
|                        | disability      |   |
|                        | information     |   |
| Special                | Specialized     |   |
| Indicator              | education       |   |
|                        | services (IEP   |   |
|                        |                 |   |
|                        | or 504)         |   |
|                        | Living          |   |
|                        | situations      |   |
|                        | (homeless/      |   |
|                        | foster care)    |   |
|                        | Other           |   |
|                        | indicator       |   |
|                        | information-    |   |
|                        | Please specify: |   |
|                        |                 |   |
| Student                | Address         |   |
| Contact                |                 |   |
| Information            | Phone           |   |
| mormation              | Phone           |   |
| <u>Q</u> , 1, 4        | T               |   |
| Student                | Local (School   | х |
| Identifiers            | district) ID    |   |

|                               | number                         |   |
|-------------------------------|--------------------------------|---|
|                               | State ID                       | x |
|                               | number                         |   |
|                               | Provider/App                   | Х |
|                               | assigned                       |   |
|                               | student ID                     |   |
|                               | number                         |   |
|                               | Student app                    | х |
|                               | username                       | ~ |
|                               | Student app                    | x |
|                               | passwords                      | Λ |
|                               |                                |   |
| 04 1 4 N                      | First and/or                   |   |
| Student Name                  | Last                           | х |
|                               |                                |   |
|                               | Program/appli-                 | · |
|                               | cation                         | х |
|                               | performance                    |   |
|                               | (typing                        |   |
| 423 - 521 - 543               | program-student                |   |
| Student In                    | types 60 wpm,                  |   |
| App                           | reading                        |   |
| Performance                   |                                |   |
|                               | program-student<br>reads below |   |
|                               |                                |   |
|                               | grade level)                   |   |
|                               |                                |   |
|                               |                                |   |
|                               |                                |   |
|                               | Academic or                    |   |
| Student                       | extracurricular                |   |
| Program                       | activities a                   |   |
| Membership                    | student may                    |   |
| Memoeranip                    | belong to or                   |   |
|                               | participate in                 |   |
|                               |                                |   |
| Student                       | Student                        |   |
| Student                       | responses to                   |   |
| Survey                        | surveys or                     |   |
| Responses                     | questionnaires                 |   |
| 10071101112011007909101111100 |                                |   |
|                               | Student                        |   |
|                               | generated                      |   |
|                               | content;                       |   |
| Student work                  | writing,                       |   |
|                               |                                |   |
|                               | pictures etc.<br>Other student |   |
|                               | I I IT DOP CTU/IONT            |   |

|                | work data -<br>Please specify:                   |  |
|----------------|--|--|
| Transcript     | Student course<br>grades                         |  |
|                | Student course data                              |  |
|                | Student course<br>grades/perfor-<br>mance scores |  |
|                | Other<br>transcript data<br>-Please<br>specify:  |  |
| Transportation | Student bus<br>assignment                        |  |
|                | Student pick<br>up and/or drop<br>off location   |  |
|                | Student bus<br>card ID<br>number                 |  |

|       | Other<br>transportation<br>data -Please<br>specify:   |              |
|-------|---|--------------|
| Other | Please list<br>each<br>additional data<br>element used,<br>stored or<br>collected by<br>your<br>application | 1993) - A.C. |

No Student Data Collected at this time \_\_\_\_\_. \*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

#### **EXHIBIT "C"**

#### DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**SOPIPA:** Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in <u>Exhibit "B"</u> is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**SDPC** (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Targeted Advertising**: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

## **EXHIBIT "D"**

## DIRECTIVE FOR DISPOSITION OF DATA

directs

to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

| Extent of Disposition<br>Disposition shall be:                                      | Partial. The categories of data to be disposed of are as follows: Complete. Disposition extends to all categories of data.  |
|---|---|
|   |   |
| <u>Nature of Disposition</u><br>Disposition shall be by:                            | Destruction or deletion of data.<br>Transfer of data. The data shall be transferred as set forth<br>in an attachment to this Directive. Following confirmation from<br>LEA that data was successfully transferred, Provider shall<br>destroy or delete all applicable data. |
|   |   |
| <u>Timing of Disposition</u><br>Data shall be disposed of by the<br>following date: | As soon as commercially practicable<br>By (Insert Date)   |
| Authorized Representative of LEA  | 12/11/19<br>Date  |

Verification of Disposition of Data by Authorized Representative of Provider

.

Date

### EXHIBIT "E"

#### GENERAL OFFER OF PRIVACY TERMS

### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Baldwin Park USD and which is dated September \_\_\_\_, 2019 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Curriculum Associates, LLC

| BY:                     | 042  | Vel | Date: | 9/30/2019 |  |
|-------------------------|--|-----|-------|-----------|--|
| No. of Concession, Name | nterne valaris des and it foil is notice to tax vage set this and with any |     |       |           |  |

Printed Name: Robert Waldron

Title/Position: Chief Executive Officer

#### 2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA: Approved as to form by OUSD Staff Attorney Joanna Powell on 6/2/2021.

BY:

Juson E a

Date: 6/3/2021

Printed Name Su

Susan Beltz

Title/Position: Chief Technology Officer

## TO ACCEPT THE GENERAL OFFER. THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name:

Title:

Email Address:

Pursuant to BP 3312, the agreement between Provider and Oakland Unified submitted as Legistar File ID 21-1547 and any subsequent renewals, constitute this separate Service Agreement between Subscribing LEA and Provider.

# EXHIBIT "F" DATA SECURITY REQUIREMENTS

# [INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

See Provider's Data Handling Policy at

•

a

https://cdn.i-ready.com/instruction/content/system-check/iReady\_Privacy\_Policy.pdf

00618-00001/4274378.1