

## CAMPBELL UNION SCHOOL DISTRICT CURRICULUM LICENSE AGREEMENT

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This License Agreement ("License Agreement") is entered into effective as of September 2, 2016 ("Effective Date") by and between Campbell Union School District ("Licensee"), a public school district organized and existing under the laws of the State of California, and Curriculum Associates, LLC ("Licensor").

### RECITALS

**WHEREAS**, Licensor is the owner of curriculum for young students;

**WHEREAS**, Licensee desires to purchase a license from Licensor to use such curriculum in Licensee's educational program;

**NOW, THEREFORE**, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

### AGREEMENT

1. **Term of Agreement.** Unless earlier terminated as provided herein, the term of this Agreement shall be for one (1) years, commencing on the Effective Date. The term is referred to herein as the "Term."

2. **Products, Prices and Payment.**

(a) **Definitions.** For the purposes of this Agreement, the terms set forth below shall have their respective meanings:

(i) "i-Ready<sup>®</sup>" means all print and digital materials associated with the packages designated in the Order Form, including all print and digital materials (where applicable),

(ii) "Order Form" means the Order Form attached hereto as Exhibit A, which designates the individual packages and fees associated therewith.

(b) **Price and Payment.** On or about September 16, 2016, Licensor shall invoice Licensee, after the receipt of a purchase order, for the total sum of the packages as set forth in the Order Form, plus any applicable taxes and shipping and handling fees. Licensee shall pay the invoice within thirty (30) days following the date of the invoice.

3. **Responsibilities.**

(a) Licensor shall provide and deliver to Licensee the packages as designated in the Order Form for Licensee's use in connection with Licensee's educational program.

administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Licensor's own data of a similar type. Without limiting the foregoing, Licensor warrants that all Pupil Records will be encrypted in transmission via web interface using SSL (Secure Socket Layer) or for file transfers, a Secure FTP site.

In addition, Licensor will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Agreement.

Licensor will designate employees or agents it holds and will hold primarily responsible for meeting the Licensor's duties to securely maintain and protect Pupil Records. Licensor will ensure that the designated persons have or will receive all training and information necessary to meet the Licensor's duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve the Licensor of any of its duties under the law or the Agreement, nor relieve the Licensor of any liability for any breach thereof.

(f) Unauthorized Disclosure. Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, Licensor will notify the Licensee, fully investigate the incident, and cooperate fully with the Licensee's investigation of and response to the incident. Except as otherwise required by law, Licensor will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the Licensee.

(g) Retention of Pupil Records. The Licensor hereby certifies that Pupil Records shall not be retained or available to the Licensor, including any subcontractors, partners, or associated entities of the Licensor, upon completion of the terms of the Agreement except as described below. Notwithstanding the foregoing, Licensor may maintain pupil-generated content (as that term is defined by Education Code section 49073.1(d)(4)), if any, upon completion of the term of the Agreement if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with the Licensor for the purpose of storing the pupil-generated content and the Licensor receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account.

In furtherance of the foregoing, upon termination or expiration of the Agreement, Licensor will ensure that all Pupil Records are securely returned or destroyed within 90 days of Licensee's receipt of written request from Licensor, subject to any Pupil Records retained in Licensor's back-up servers, which shall be deleted in accordance with Licensor's Data Handling Policy, which can be found at [http://www.i-ready.com/support/iReady\\_DataHandlingPolicy2016.pdf](http://www.i-ready.com/support/iReady_DataHandlingPolicy2016.pdf). Transfer to the Licensee or a third party designated by the Licensee shall occur within a reasonable period of time. Licensor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the Licensee or its transferee, and to the extent technologically feasible, that the Licensee will have reasonable access to Pupil Records during the transition. In the event that the Licensee requests destruction of any Pupil Records, Licensor agrees to securely destroy all Pupil Records in its possession and in the possession of any subcontractors or agents to which the

6. **Maintenance and Support.** Licensor agrees to provide maintenance and support to Licensee as described in Licensor's Terms of Use, which can be found at <http://www.i-ready.com/support/iReadyTerms-of-Use-December-2015.pdf>. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the digital materials and software; telephone and e-mail support for questions regarding operations of the digital materials and software; and any and all changes and upgrades to the digital materials and software as necessary to incorporate upgrades and new features. Maintenance and support of the Software is provided at no additional cost to Licensee.

7. **Representations.** Each Party represents and warrants that (i) it has the right and authority to enter into this Agreement and perform its obligations, covenants and promises hereunder, (ii) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation, (iii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action, (iv) this Agreement constitutes the legal, valid and binding agreement of such party, enforceable against it in accordance with its terms, and (v) it has obtained all authorization, approvals, consents or permits required to perform its obligations under this Agreement under all applicable law and regulation.

8. **Software Warranty.** Licensor warrants to Licensee that the packages as delivered will materially comply with the published specifications of Licensor. Licensor's obligations under this warranty are limited to providing Licensee with properly operating versions of the specified in the Order Form. Licensor does not warrant that the operation of the packages will be uninterrupted or error-free.

9. **Indemnity.** To the extent permitted by law, Licensor agrees to defend, indemnify and hold Licensee harmless from patent or copyright infringement based upon the License as it relates to use of the packages, provided that (i) Licensor is given prompt written notice of and detailed information as to any such claim, suit or proceeding, and (ii) Licensee agrees to cooperate and provide reasonable assistance in the defense and settlement of such claim. Licensee shall not take any action that might prejudice Licensor's legal position without Licensor having the option to participate in the defense of such claim, and Licensee shall not settle any such claim or action without Licensor's prior written consent. The foregoing represents the entire warranty by Licensor and the exclusive remedy of the Licensee as to any claimed infringement arising out of or based upon the Licensor as it relates to the packages and this Agreement.

10. **Termination.** In the event that either party hereto breaches this Agreement and fails to remedy such breach within thirty (30) days after notice thereof, the non-breaching party shall be entitled to terminate this Agreement upon written notice of such termination. In the event Licensor becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors, this Agreement shall terminate automatically. If Licensee terminates the Agreement as a result of an uncured breach or the Agreement is automatically terminated pursuant to this Section, Licensee shall be entitled to an equitable refund.

11. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

18. **Applicable Law.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

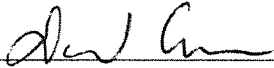
19. **Venue.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Clara, subject to any motion for transfer of venue.

20. **Due Authority of Signatories.** Each individual signing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized by appropriate action of such party to execute, and thereby bind such party to, this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Date: 9/8/16

**Curriculum Associates, LLC**

By: 

Name: David Caron

Title: CFO

Date: \_\_\_\_\_

**CAMPBELL UNION SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: Eric Andrew

Title: Superintendent



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

### Prepared For

Xyzzy Godfrey  
 Campbell Union School District  
 155 N 3rd St  
 Campbell, CA 95008  
 (408) 364-4200  
[xgodfrey@campbellusd.org](mailto:xgodfrey@campbellusd.org)

## Price Quote

Quote Date: 8/23/2016 • Valid for 30 Days  
 Quote ID: 103416.5

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

### CA Sales Representative

Cynthia Austen  
 925-718-8930  
[causten@cainc.com](mailto:causten@cainc.com)  
 Created by: ELIZABETH ORBAN  
 Modified by: CYNTHIA AUSTEN

Please submit this quote with your purchase order.

Item #	Product Name	Qty	Retail Price	Unit Price	Total
RS15002.0	i-Ready Diagnostic and Instruction Math and Reading Site License 201-350 students 1 Year	1	\$10,900.00	\$9,810.00	\$9,810.00
RS15004.0	i-Ready Diagnostic and Instruction Math and Reading Site License 501-800 students 1 Year	9	\$18,900.00	\$17,010.00	\$153,090.00
RS15005.0	i-Ready Diagnostic and Instruction Math and Reading Site License 801-1200 students 1 Year	2	\$22,900.00	\$20,610.00	\$41,220.00
RS16954.0	i-Ready Prof Dev Onsite Support One Session (up to 3 Hrs)	3	\$1,400.00	\$1,400.00	\$4,200.00

### Special Notes

10% discount applied to i-Ready. Please note that 10% discount applied to i-Ready is a one-time discount. i-Ready D&I Sites for Elementary Schools and Middle Schools.

Merchandise Total	\$208,320.00
Voucher/Credit	\$0.00
Estimated Tax	\$378.00
Estimated shipping to US 95008:	\$0.00
Merchandise Savings	\$22,680.00
<b>Total</b>	<b>\$208,698.00</b>





## Placing an Order

Please attach quote to all signed purchase orders.

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

Please visit <http://www.curriculumassociates.com/> for detailed order instructions or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows.

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

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

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

## 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

## 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. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the back of your packing slip. We do not accept returns on individually sold Teacher Toolbox access packs, unused i-Ready® licenses, and materials that have been used and/or are not in "saleable condition." i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. Individual components of Ready® Achievement Packs and BRIGANCE® Kits cannot be returned for a refund.

For more information about the return policy, please visit <http://www.curriculumassociates.com/>.

P.O. Box 2001, North Billerica, MA 01862-0901 • TEL: 800.225.0248 • FAX: 800.366.1158 • [www.CurriculumAssociates.com](http://www.CurriculumAssociates.com)