



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request☐ Yes ☒ No**Time****Open Agenda**☒ Yes ☐ No**ITEM No.:****FF-1.****MEETING DATE**

Oct 6 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

OPEN ITEMS

CATEGORY

FF. OFFICE OF ACADEMICS

DEPARTMENT

Literacy

TITLE:

Curriculum Associates, Inc. (i-Ready)

REQUESTED ACTION:

Approve the Agreement with Curriculum Associates, Inc. for an adaptive diagnostic and instructional web-based tool for select Title I schools.

SUMMARY EXPLANATION AND BACKGROUND:

i-Ready is an adaptive diagnostic and instructional web-based tool that is aligned to the Florida English Language Arts and Mathematics Standards. It provides the data-driven insights on reading and mathematics standards for school administrators and classroom teachers to determine exactly where to focus their instructional time to ensure all students are on track to meet more rigorous expectations of the standards. In Reading, the adaptive diagnostic includes assessment and instruction in the areas of Phonics, Phonological Awareness, High frequency Words, Vocabulary, Comprehension of Literature, and Comprehension of Informational Text.

See Supporting Docs for continuation of Summary Explanation and Background.

This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:☒ **Goal 1: High Quality Instruction** ☐ **Goal 2: Continuous Improvement** ☐ **Goal 3: Effective Communication****FINANCIAL IMPACT:**

There is no financial impact to General Funds. Title I, Part A, will fund a total of \$1,374,380.00 for i-Ready software licenses and ongoing support.

EXHIBITS: (List)

(1) Supporting DOCs (2) iReady ExecSummary_100615 (3) Software License Agreement (4) Appendix A_Program Overview (5) Appendix B_Pricing (6) Appendix C_Student Data Inputs (7) Appendix D

BOARD ACTION:**APPROVED**

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Mildred Grimaldo

Phone: 754-321-1868

Name: Guy Barmoha

Phone: 754-321-2119

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**Senior Leader & Title**

Daniel Gohl - Chief Academics Officer

Signature

Daniel F. Gohl

Tuesday, September 29, 2015 2:42:00 PM

Approved In Open
Board Meeting On:**OCT - 6 2015**

By:

School Board Chair

Electronic Signature

Form #4189 Revised 12/12

RWR/DG/MP/MG/GB: pd

Supporting DOCs – Summary Explanation and Background:

In Mathematics, it addresses Number and Operations, Algebra and Algebraic Thinking, Measurement and Data, and Geometry.

i-Ready will provide 86 Title I schools with reading and math site licenses for the 2015-2016 school year.

This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXECUTIVE SUMMARY

Below is an Executive Summary of the Agreement between The School Board of Broward County, Florida and Curriculum Associates, Inc.

Program: Curriculum Associates, Inc. - i-Ready

Status: Request approval of the Agreement with Curriculum Associates, Inc.

Funds requested: The cost for i-Ready is \$1,374,380.00. This includes District software licensing for all K-5 classrooms and ongoing implementation support for each of the 86 Title I Elementary Schools.

Financial Impact:

The i-Ready agreement will have no impact on the District's General Funds. The funding source is Title I.

Program Overview:

i-Ready is an adaptive diagnostic and instructional web-based tool aligned to the English Language Arts and Mathematics Standards. In **Reading**, the adaptive diagnostic includes assessment and instruction in the areas of Phonics, Phonological Awareness, High-Frequency Words, Vocabulary, Comprehension of Literature, and Comprehension of Informational Text. In **Math**, it addresses Number and Operations, Algebra and Algebraic Thinking, Measurement and Data, and Geometry. This adaptive diagnostic and progress monitoring assessment leverage advanced technology to provide a deep, customized evaluation of every student and to track student growth and performance over the course of the year. Based on the results, students are automatically placed into student instruction customized to their placement levels. These online lessons provide a consistent best-practice lesson structure and build conceptual understanding, in addition to being engaging for all learners. Program reports detail each student's abilities and areas of need in reading and mathematics. The information in these reports provide teachers with an action plan for individual and group instruction as well as the tools to deliver that instruction in any style learning environment.

Participating Schools:

86 Title I schools submitted an application for the 2015-2016 specifying their implementation plan for the use of program including a commitment to implement as detailed in the metrics of success found in Appendix A.

Managing Department/School:

i-Ready will be managed collaboratively through the Office of Academics by the Literacy and Math, Science, and Gifted Departments.

Source of Additional Information:

Daniel Gohl, Chief Academic Officer
Mildred Grimaldo, Literacy Department
Guy Barmoha, Math, Science, and Gifted Department

Program Evaluation Plan:

Curriculum Associates staff and the Literacy and Math, Science, and Gifted departments with the support from Student Assessment and Research will work collaboratively to evaluate the impact on student achievement with instructional technology by collecting qualitative and quantitative data through the online i-Ready management system as well as classroom observations and student engagement. I-Ready generates two types of reports, performance and growth.

1. Proficiency measures students' mastery of grade-level specific standards (e.g. Florida Standards).
2. Growth targets indicate whether students made expected learning gains over the course of the year, regardless of grade-level attainment.

Curriculum Associates staff will generate quarterly District and School performance and growth reports to provide district and school administrators with clear indication of overall performance of students by grade level and by teacher. The reports will also be used to ensure that participating schools are provided with opportunities for professional learning on how to interpret student data and models for effective implementation.

Research Methodology:

i-Ready is built on a number of case studies conducted at schools in New York, Ohio, California, and Virginia conducted by Educational Institute Research of America. Through a collaborative partnership with Curriculum Associates our district is taking a targeted approach to closing the achievement gap with our students through a blended learning approach. Through the integration of technology and instructional strategies that include the continuous progress monitoring through an online learning management system, this innovative program helps teachers to more easily personalize and differentiate instruction that leads to increased student outcomes.

Alignment with Strategic Plan:

The project is aligned to High Quality Instruction and Continuous Improvement

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of October, 2015.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CURRICULUM ASSOCIATES, LLC

(hereinafter referred to as "Curriculum Associates"),
whose principal place of business is
153 Rangeway Road, North Billerica, MA 01862

WHEREAS, Curriculum Associates is willing to provide SBBC with a web-based differentiated instructional platform (software licenses) to improve identified weaknesses in students reading and mathematic skills; and

WHEREAS, Curriculum Associates is willing to provide SBBC with a solution that combines an adaptive diagnostic assessment with individualized instruction, reliable interim and embedded progress monitoring, and comprehensive reporting to teachers and administrators; and

WHEREAS, Curriculum Associates is willing to provide Metrics of Success to SBBC in agreement with school based administrators; and

WHEREAS, Curriculum Associates is willing to provide faculty and staff ongoing onsite support and training; and

WHEREAS, the deliverables under this Agreement are exempt from competitive solicitation pursuant to Section 6A-1.012, F.A.C., and School Board Policy 3320.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on June 30, 2016.

2.02 **Deliverables.** Curriculum Associates hereby agrees to provide SBBC with the deliverables set forth in the Program Overview and Cost Proposal Package herein attached as **Appendix A**, in the manner specified below.

2.03 **Copyright and Proprietary Rights.**
The web-based differentiated instructional platform and the content contained therein are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Product and in the software, text, graphics, design elements, audio, music and all other materials contained in i-Ready are reserved by Curriculum Associates and its licensors. SBBC may not use the Product in any manner that infringes the proprietary rights of Curriculum Associates and its licensors. Notwithstanding, should Curriculum Associates or its licensors believe that SBBC has infringed on its proprietary rights, then it shall first, prior to any enforcement action, notify, in writing, SBBC of the alleged infringement with notice of a cure and allow SBBC the opportunity to cure within thirty (30) business days.

2.04 **Pricing and Payment.**
SBBC shall pay the total amount indicated in **Appendix B**, Pricing, of \$1,374,380.00. The pricing constitutes a fixed cost for site licenses, implementation, professional development, and school based support as stated in **Appendix A**.

2.05 **Data Ownership and Security.**
In connection with the SBBC's use of the Product, SBBC will be asked to provide Curriculum Associates with data about SBBC's students indicated in **Appendix C**. SBBC represents and warrants that SBBC has the right to provide Curriculum Associates with all of the data SBBC inputs into the Product. As SBBC's students use the Product, data will be generated about students' usage, performance and progress. Both the information SBBC inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data". SBBC shall own all right, title and interest in and to the Customer Data. However, SBBC hereby grants Curriculum Associates a perpetual, worldwide, royalty-free license to use the Customer Data: (a) to host and make access to the Product available to SBBC and otherwise fulfill its obligations under this Agreement; and (b) for product development, research and other purposes, provided, however, that Curriculum Associates will only use Customer Data for the purposes outlined in subsection (b) in de-identified format. De-identified data will have all direct and indirect personal identifiers removed, including, but not limited to, name, identification number, date of birth, demographic information, location information and school identification number. Furthermore, Curriculum Associates agrees not to attempt to re-identify de-identified Customer Data and not transfer de-identified Customer Data to any party unless such party agrees not to attempt re-identification. Additionally, de-identified data shall not be a form wherein it can be

ascertained from other “reasonably available information.” All Customer Data held by Curriculum Associates will be made available to SBBC upon SBBC’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 use or shared under the terms of this Agreement without the prior written consent of SBBC. For a full description of the security measures that Curriculum Associates takes, please review Curriculum Associate’s data security policy by clicking here <http://www.i-ready.com/support>.

2.06 Family Educational Rights and Privacy Act (FERPA) Compliance.

In addition to the requirements in section 3.10, Student Records, Curriculum Associates will comply with the requirements of **Appendix D** Safeguarding the Confidentiality of Student Records and Information.

2.07 Access to the Product.

SBBC’s authorized users will need valid usernames and passwords to access the Product. SBBC is responsible for the integrity and security of these usernames and passwords. SBBC will advise Curriculum Associates immediately if any of SBBC’s usernames and/or passwords have been compromised.

Curriculum Associates will use commercially reasonable efforts to make the Product available to the SBBC 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give SBBC 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 Associate’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

2.08 Limitations of Use.

SBBC 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 Product; (b) modify, copy, translate, or create derivative works based on the Product or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Product; (d) use the Product for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within SBBC’s organization; or (e) remove any proprietary notices from the Product.

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

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

2.09 Inspection of Curriculum Associates' Records by SBBC. Curriculum

Associates shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Curriculum Associates Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Curriculum Associates or any of Curriculum Associates' payees pursuant to this Agreement. Curriculum Associates' Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Curriculum Associates' Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Curriculum Associates' Records Defined. For the purposes of this Agreement, the term "Curriculum Associates' Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Curriculum Associates' Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Curriculum Associates pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Curriculum Associates reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Curriculum Associates' facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Curriculum Associates to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Curriculum Associates' claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Curriculum Associates in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Curriculum Associates. If the audit discloses billings or charges to which Curriculum Associates is not contractually entitled, Curriculum Associates shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Curriculum Associates shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Curriculum Associates to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Curriculum Associates pursuant to this Agreement and such excluded costs shall become the liability of Curriculum Associates.

(h) Inspector General Audits. Curriculum Associates shall comply and cooperate immediately, with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

| | |
|---------------------------|--|
| To SBBC: | Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301 |
| With a Copy to: | Executive Director, Instruction and Interventions The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301 |
| To Curriculum Associates: | Vicky Hurwitz, VP of Strategic Planning 153 Rangeway Road North Billerica, MA 01862 |

Tel: 978-901-6394
Fax: 800-366-1158
Email: Vhurwitz@cainc.com

2.11 **Background Screening:** Curriculum Associates agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Curriculum Associates or its personnel providing any services under the conditions described in the previous sentence. Curriculum Associates shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Curriculum Associates and its personnel. The parties agree that the failure of Curriculum Associates to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Curriculum Associates agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Curriculum Associates' failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.12. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Curriculum Associates: Curriculum Associates agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Curriculum Associates, its agents, servants or employees; or the negligence of Curriculum Associates or the negligence of Curriculum Associates' agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Curriculum Associates, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. Curriculum Associates may, for good cause shown, terminate this Agreement during the term hereof upon thirty (30) days written notice to the SBBC of its desire to terminate this Agreement. Should the Agreement be terminated or canceled by either party prior to June 30, 2016, then reimbursement shall be due to SBBC for site licenses, implementation, professional development, and school based support that Curriculum Associates did not provide. The amount of reimbursement shall be calculated pursuant to **Appendix B: Pricing.**

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party

additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems to the best of *Vendor's ability*. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the

requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the

scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of


the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 9-1-15
Office of the General Counsel

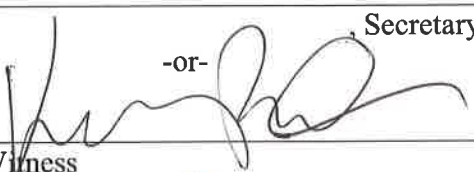

For Curriculum Associates, LLC

(Corporate Seal)

Curriculum Associates, LLC

ATTEST:

By 

 Secretary
-or-
 Witness
C Montgomery
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF MASSACHUSETTS

COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 26th day of August, 20 15 by M. Vicki Hurwitz of Curriculum Associates, LLC, on behalf of the corporation/agency.

~~He/She~~ is personally known to me ~~or produced~~ as identification and ~~did~~ did not first take an oath. Type of Identification

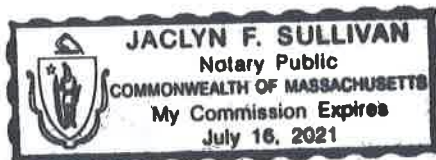
My Commission Expires: 7/16/21

[Signature]
Signature – Notary Public

Jaclyn Sullivan
Printed Name of Notary

N/A
Notary's Commission No.

(SEAL)



PROGRAM OVERVIEW

Broward County educators need the best tools available to enable them to focus on achievement and meet the instructional needs of students across the performance and ability spectrum. Teachers must find the most effective ways to meet students where they are academically—whether that’s above, on, below, or well below chronological grade level—to frequently monitor learning progress, to instantaneously access the right data to guide and differentiate instruction, and to actively engage today’s digital natives in their own education. The *i-Ready®* program from Curriculum Associates uniquely addresses these objectives, by combining an adaptive screener and diagnostic assessment with reliable progress monitoring, sophisticated data management, comprehensive reporting, and classroom-proven instructional resources.



From assessment through instruction, *i-Ready* embeds the LAFS and MAFS at point-of-use, reinforcing powerful connections to the Florida state standards and preparing Broward County students—and teachers—for success.

Built for the Common Core with the LAFS and MAFS embedded throughout, *i-Ready Diagnostic & Instruction* embodies the philosophy that learning is a continuous cycle of assessment linked to instruction. The award-winning program is fully web-based and vendor-hosted, and proven to yield measurable improvements in student academic achievement by:

- **Pinpointing Specific Student Needs with an Adaptive K-12 Screener and Diagnostic Assessment**
 - *i-Ready Diagnostic*’s sophisticated adaptive algorithm automatically selects from a bank of thousands of technology-enhanced items to accurately identify each student’s sub-skill needs by domain in reading and mathematics, providing a valid and reliable measure of growth with detailed diagnostic results and personalized next steps for instruction. *i-Ready Diagnostic* provides Broward County with a powerful adaptive diagnostic, growth measure, and predictive tool.
- **Providing Immediate, Prescriptive Reports that Inform Data-Driven Instructional Decisions**
 - From offering insight as to if—and why—students are struggling, to tracking their response to instruction and progress toward mastery of the LAFS and MAFS, *i-Ready* presents all data in actionable, easy-to-read reports available as soon as students complete an activity in the program.

- **Monitoring Progress between Administrations of the Full Diagnostic to Inform Instructional Refinement and Remediation**
 - Monthly adaptive growth monitoring assessments for grades K-8 inform ongoing teacher-led refinement of individual instructional paths.
 - Coming fall 2015 for grades 2-8, *i-Ready Standards Mastery* provides flexible, user-controlled, fixed-form assessments that allow quick, targeted evaluation of specific standards. Built from scratch to cover each Common Core State Standard in math and reading, this new feature makes it easy for Broward educators to obtain formative and benchmark information on standards mastery and quickly identify when re-teaching or remediation is needed as students progress throughout the year. *i-Ready Standards Mastery* includes a blend of constructed-response, open-ended response, and selected-response items; a broad range of media with embedded audio, video, and imagery, plus a wide range of complex authentic texts; and a diverse spectrum of question formats, including constructing graphs, writing equations, and highlighting texts.
- **Connecting Valid and Reliable Data to Differentiated Instruction through Teacher-Led, Online, and Mobile Instruction:**
 - **Teacher-led instruction** is expertly and explicitly guided through instantly available reports from *i-Ready Diagnostic* that detail each student's or instructional group's abilities and areas of need. The information in these reports provides teachers with a personalized action plan for individual and group instruction, as well as the point-of-use tools to deliver that instruction in any style learning environment.
 - Based on the results of the *i-Ready Diagnostic*, students are automatically placed into **standards-based online instruction** customized to their placement levels. Available for students performing at grades K–8, these interactive lessons provide a consistent best-practice lesson structure and build conceptual understanding, in addition to being engaging and fun for learners of all levels. The depth of the diagnostic identifies specific areas of weakness, and *i-Ready's* online lesson modules target those particular skills. *i-Ready* meets students in their zone of proximal development, providing the guidance and scaffolding they need to advance.
 - *i-Ready's* **reading and mathematics apps** complement the program's student and teacher-led instruction, providing fun but purposeful practice and challenge in reading vocabulary, fact fluency, and computational fluency. These educational games provide targeted skill development in areas shown to hold students back, help educators ensure long-term achievement gains, and increase student performance and growth outcomes.
 - *i-Ready* reports point to specific lessons within **other Curriculum Associates' products** (cost options)—such as *Ready® Florida*—that provide additional instructional support.

Curriculum Associates released *i-Ready* in the summer of 2011. Reviewed and approved by numerous state departments of education as a valid and reliable assessment, instructional resource, or intervention, the program is in now use by more than two million students across all 50 states and D.C.

Broward County Public Schools

Highlights from the 2014-2015 School Year: i-Ready Diagnostic & Instruction Results

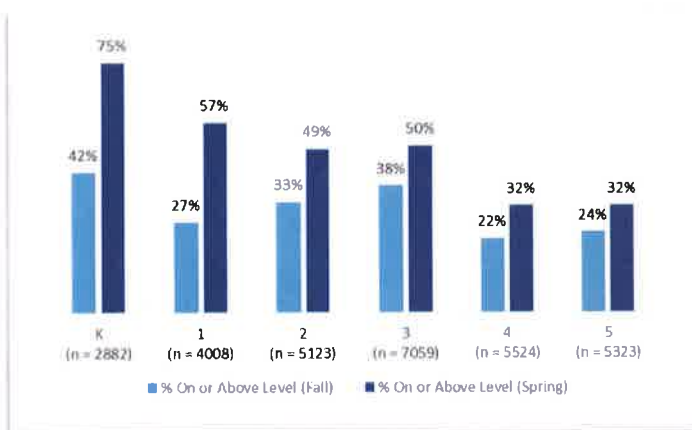
There are two (2) key measures used to determine students' progress over the course of a school year in i-Ready: Performance and Growth.

1. Proficiency measures students' mastery of grade-level specific standards (e.g. Florida Standards or CCSS).

PERFORMANCE RESULTS

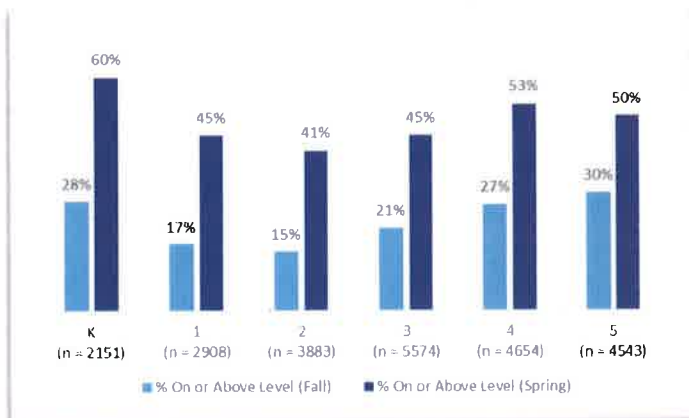
Reading

- Across all grade levels, the percentage of students performing *on-grade* increased significantly over the course of the year. For example:
- 38% of third graders were proficient on grade-level standards in the fall
- By spring, 50% of all third graders were demonstrating mastery on those same standards



Math

- Students in all grades showed remarkable improvement in their performance against grade-level standards during the year.
- 21% of third graders, for example, were proficient in the fall
- More than double that percentage, 45%, were proficient by end of year



2. **Growth** targets indicate whether students made **expected learning gains over the course of the year**, regardless of grade-level attainment. i-Ready measures learning gains in scale score points, with these scale score targets varying by grade level and subject. All targets are research-based.

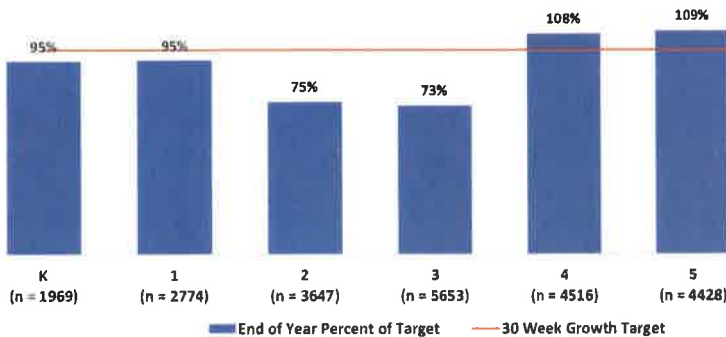
GROWTH RESULTS

Since growth targets are specific to each grade, we look at the percentage of the target achieved to compare results across grades.

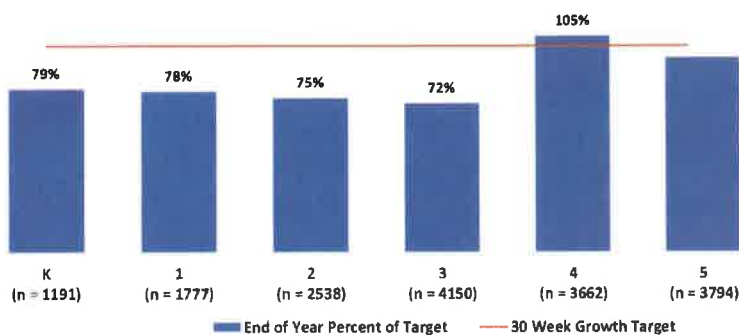
- A student who needed a 20-point scale score increase to demonstrate a full year's growth, and whose diagnostic score increased 20 points exactly from fall to spring, met 100% of the target.
- A student in that same grade whose score increased 15 points would have made only 80% of their expected learning gain (15 out of 20).

Most grades approached or exceeded growth targets for the school year.

- For example, in **READING**, 5th graders surpassed their expected target by 9 percentage points (109% vs. 100%)



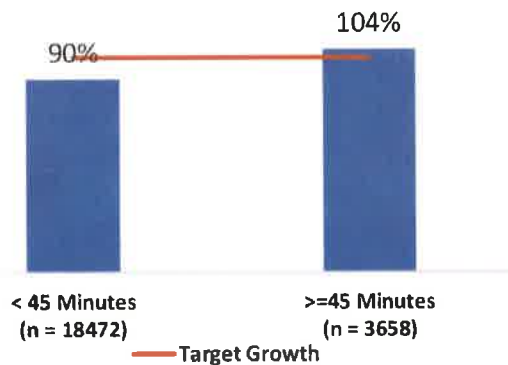
- In **MATH**, 5th graders were very close to achieving the annual growth target – 95% vs. the expected 100%



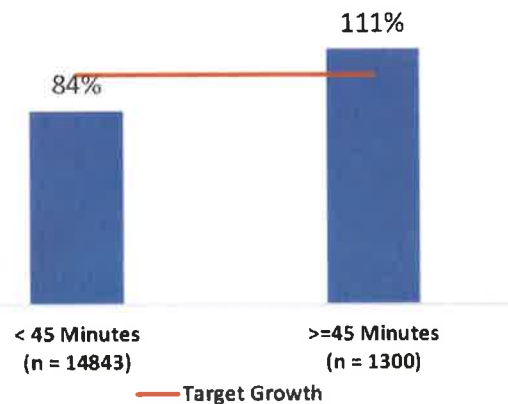
THE I-READY INSTRUCTION ADVANTAGE

Nationally, our research shows that students using instruction for 45+ minutes per week experience greater growth than students with instruction usage below this threshold.

- ❖ In **READING**, students engaged in i-Ready instruction for 45 minutes or more per week experience growth an average of 14 percentage points higher than their peers – 104% vs. 90%.



- ❖ In **MATH**, the benefits of instruction were even more pronounced. Growth for students with at least 45 minutes each week in i-Ready was 27 percentage points higher.



Metrics for Success i-Ready

| | |
|--|---|
| Student Usage Goal(s) | <ul style="list-style-type: none"> Students will participate in i-Ready: <i>45 min a week, per subject for students on grade level or above</i> or <i>60 min a week, per subject for students one grade level or more below</i> Students will maintain a 70% pass rate in overall domains Students will conference with teachers to review progress Students will be able to discuss completed lessons |
| Teacher Instruction Goal | <ul style="list-style-type: none"> Teachers will intervene for course correction based on individual student instructional needs Teachers will login to i-Ready weekly to review <i>"Which Students Are Struggling?"</i> Teachers will utilize the Tools for Instruction to differentiate for students/groups Teachers will utilize Lexile levels to match students to text Teachers will use running record data to confirm i-Ready data results to make appropriate instructional decisions Teachers will conference with students review data and set individual goals |
| Parent Goal | <ul style="list-style-type: none"> Parents will be introduced to i-Ready during Parent Open House/Nights Parents will review the i-Ready parent videos Parents will monitor student usage and "My Progress" tab (internet access needed) Parents will review Lexile "Find A Book" i-Ready website and Parent i-Ready Guide (internet access needed) Parents will review i-Ready student data and parent reports at all parent conferences |
| College and Career Readiness Goal | <ul style="list-style-type: none"> Schools will increase their on or above grade level student percentage by June 2016 70% of all students will make .75 to 1 year's growth as measured by the i-Ready scale scores |
| Suggestions for Incentives | <ul style="list-style-type: none"> The school will establish a motivational program to increase usage and celebrate 70% pass rates with students/classes |

| | |
|--------------------------------------|--|
| | <ul style="list-style-type: none"> • Schools will work with their i-Ready Professional Development Specialist to create an incentive plan that meets their school needs (yearly, monthly, etc) |
| Leadership Action and Support | <ul style="list-style-type: none"> • Leaders will attend the i-Ready Leadership Professional Development • Leaders will review key school level reports to inform school/grade decisions and help teachers inform/target instruction • Leaders will monitor diagnostic administration and instruction usage • Leaders will be able to observe and offer feedback on i-Ready best practices • Leaders will work with their Professional Development Specialists to ensure fidelity of implementation • Use i-Ready data to identify success/gaps in program |



***i-Ready* Support, Implementation, and Training Plan**


An Implementation Plan that Lays the Foundation for Success. The final training and implementation plan will be determined based on timing and the District's needs. As such, we present below a DRAFT plan, based upon "typical" direct-to-staff *i-Ready* implementations across the country. The plan encompasses four phases, plus ongoing support:

- Phase I: Planning, Set-Up, and Delivery
- Phase II: Initial Training, Implementation, and Professional Development
- Phase III: In-Class Coaching and Modeling
- Phase IV: Program Evaluation and End-of-Year Planning
- Ongoing Support

We will collaborate closely with the District to refine these dates, milestones, and deliverables, and customize them to meet your specific needs and goals for this program.

| Month/Date | Service | Session Length | Mode of Delivery | Audience | Components |
|------------|-------------------------|----------------|------------------|--|--|
| Aug | Implementation Planning | 1 hr | Onsite/ Webinar | District and Leadership Teams | <ul style="list-style-type: none"> Identify key players and roles Establish implementation goals Determine training dates and participants Finalize deliverable dates for all milestones within implementation plan |
| Aug | Account Set up | | Webinar | School and District coordinators; Data manager | <ul style="list-style-type: none"> Student provisioning of data Information will be uploaded into the <i>i-Ready</i> system (7-10 business days after receiving complete, error-free onboarding Excel workbook) |
| Aug | Best Practices | 2 hrs | Onsite/ Webinar | District & School leadership teams | <ul style="list-style-type: none"> Identifying school level implementation strategies Using <i>i-Ready</i> as a student growth measure and instructional intervention Progress monitor effectively at the school and district level Supporting teachers and other staff using <i>i-Ready</i> Using <i>i-Ready</i> to support strategic decision making and planning Integrating <i>i-Ready</i> into existing data meetings |

| Month/Date | Service | Session Length | Mode of Delivery | Audience | Components |
|------------|--|----------------|------------------|--|--|
| | | | | | Effectively using i-Ready for data driven instruction and intervention groups |
| Sept-Nov | Getting Started Part 1: Administering the Diagnostic | 1-2 hrs | Onsite/ Webinar | K-5 selected teachers at each school-see Table A | Understand how i-Ready Diagnostic & Instruction works Prepare students for i-Ready Diagnostic Administer i-Ready Diagnostic Access key Diagnostic reports Understand the basics of i-Ready Online Instruction Access and use key resources |
| Sept-Nov | Getting Started Part 1: Administering the Diagnostic | 1 hr | Onsite/ Webinar | Math /Literacy Coaches | Understand how i-Ready Diagnostic & Instruction works Access, analyze and monitor key Diagnostic reports Understand the basics of i-Ready Online Instruction Access and use key resources Review of Ready Florida LAFS & MAFS-if purchased |
| Sept-Dec | Leadership Best Practices Part 1 | 45 min-1hr | Onsite/ Webinar | Administrator/ Math /Literacy Coaches | Use i-Ready to support strategic decision making and planning Support teachers and other staff with the implementation of i-Ready Access key reports Review school level implementation strategies Effectively use i-Ready for data driven instruction and intervention groups |
| Sept-Dec | Ready Florida LAFS/MAFS-part 1 | 1 hr | Onsite | Math /Literacy Coaches K-5 selected teachers at each school-see Table A | Compare and make connection to current Language Arts and Math curriculum Understand Ready Florida Instruction Book- find standards currently working on in instruction book and how to connect with lesson taught in the classroom Create lesson plans integrated into current curriculum or as a separate curriculum Sample Online Toolbox-find remedial lesson, on level lesson, and enrichment lesson on same standard |
| Oct-Dec | Getting Started Part 2: Diagnostic & Instruction | 1 hr | Onsite | Math/Literacy Coaches | Analyze diagnostic data Understand the basics of i-Ready Online Instruction Navigate through key features-enable instruction/extra lessons Using reports to drive differentiated instruction at grade level |
| Oct-Dec | Getting Started Part 2 Webinar - Live | 50 min | Onsite/ Webinar | K-5 selected teachers at | Understand the basics of i-Ready Online Instruction. Access and use key resources Review of diagnostic data |













| Month/Date | Service | Session Length | Mode of Delivery | Audience | Components |
|------------|--|----------------|-------------------------------------|--|--|
| | | | | each school-see Table A | |
| Oct | Site support-each school listed | 1 day or ½ day | Onsite | Schools receive site visit-Table A |  Support tailored to meet individual site needs-see table B |
| Nov-Jan | Leadership Best Practices-Part 2 | 50 min | Onsite/ Principal meetings/ Webinar | Administrators |  Use i-Ready to support strategic decision making and planning  Use reports to prioritize needs across grade/school levels  Use i-Ready as a student growth measure  Progress monitor effectively at the district and school level  Integrate i-Ready into existing data meetings |
| Nov-Jan | Understanding Data and Instructional Decision Making Part 1 | 40-50 min | Onsite/ Webinar | Literacy/Math Coaches |  Enhance understanding and use of i-Ready  Monitor student progress and adjust instruction if needed  Use i-Ready to support strategic decision making and planning  Conduct analysis of student diagnostic results  Analyze Progress Monitoring Reports |
| Nov | Site support-each school listed | 1 day or ½ day | Onsite | Schools receive site visit-Table A |  Support tailored to meet individual site needs-see table B |
| Dec-Feb | Understanding Data and Instructional Decision Making Part 2 | 40-50 min | Onsite/ Webinar | Literacy/Math Coaches Administration |  Use reports to prioritize needs across grade/school levels  Use i-Ready as a student growth measure  Progress monitor effectively at the district and school level  Effectively use i-Ready to guide instruction and intervention groups  Integrate i-Ready into existing data meetings  Support teachers and other staff with the implementation of i-Ready |
| Dec | Site support-each school listed | 1 day or ½ day | Onsite | Schools receive site visit-Table A |  Support tailored to meet individual site needs-see table B |
| Feb-March | Mid-Year Conferencing Usage Data: Diagnostic 2 & Instruction | 40-50 min | Onsite/ Phone/ Webinar Conferencing | Literacy/Math Coaches Administration District Leadership |  Analyze i-Ready diagnostic and instruction usage and discuss goals for implementation agreement  Measure data to implementation goals |
| Jan-March | Diagnostic & Instruction | 30 Min | Onsite/ Webinar | K-5 selected teachers at |  Compare and review 2 nd diagnostic data  Deep dive into student online instruction  Navigate through key features |

| Month/Date | Service | Session Length | Mode of Delivery | Audience | Components |
|------------|--|----------------|------------------|--|---|
| | | | | each school-see Table A | <ul style="list-style-type: none"> Using reports to drive differentiated instruction |
| Jan-March | Diagnostic & Instruction Webinar - Live | 30 min | Onsite/ Webinar | Administration Literacy/Math Coaches | <ul style="list-style-type: none"> Compare diagnostic data to see gains Analyze grade level data Navigate through key features Using reports to provide support at grade level-intervention |
| Jan-May | Site support-each school listed | 1 day or ½ day | Onsite | Schools receive site visit-Table A | <ul style="list-style-type: none"> Support tailored to meet individual site needs-see table B |
| Jan-March | Ready Florida LAFS/MAFS-part 2 | 1 hr | Onsite | Math/Literacy Coaches K-5 selected teachers at each school-see Table A | <ul style="list-style-type: none"> Model lesson – center time and whole group examples Evaluate data provided from assessments to drive instruction Determine how to use Toolbox to supplement classroom instruction in groups |
| Feb-April | Understanding Data and Instructional Decision Making | 50 min | Onsite/ Webinar | K-5 selected teachers at each school-see Table A | <ul style="list-style-type: none"> Enhance understanding and use of i-Ready Use reports to differentiate instruction Monitor student progress and adjust instruction accordingly Review progress monitoring Review and analyze diagnostic 1 and 2 data Review of Ready LAFS and MAFS if purchased |
| Feb-April | Understanding Data and Instructional Decision Making | 40-50 min | Onsite/ Webinar | Literacy/Math Coaches | <ul style="list-style-type: none"> Navigate through key administrative reports Strategic implementation strategies Review of diagnostic 1st and 2nd data Review reports online instruction |
| Apr 30 | Ready Florida LAFS and MAFS Deep Dive- if purchased | 2-3 hrs | Onsite/ Webinar | K-5 selected teachers at each school-see Table A | <ul style="list-style-type: none"> New Florida Standards and Ready Florida MAFS books Ready Florida Teacher Toolbox Modeling teacher led Ready Florida lessons |
| May | Data & Instruction | 30 min | Onsite/ Webinar | Literacy/Math Coaches | <ul style="list-style-type: none"> Navigate through key administrative reports Progress monitoring Review changes and plan for next year Review and analyze data from Diagnostic 1, 2, & 3 |
| May | Data & Instruction | 1 hr | Onsite/ Webinar | K-5 selected teachers at each school-see Table A | <ul style="list-style-type: none"> Review progress monitoring Review and analyze data from Diagnostic 1, 2, & 3 Review usage Review changes and plan for next year |
| June | Data | 30 min | Onsite/ Webinar | Administration Literacy/Math Coaches | <ul style="list-style-type: none"> Compare 1st, 2nd and 3rd diagnostic test data to measure growth Measure data to implementation goals Review plan for next year and |

| Month/Date | Service | Session Length | Mode of Delivery | Audience | Components |
|------------|---------|----------------|--------------------|----------|--|
| | | | | | positives/negatives Questions |
| June | Data | 30 min | Onsite/ Webinar | District | Compare 1 st , 2 nd and 3 rd diagnostic test data to measure growth Measure data to implementation goals |

TABLE A: Schools

TABLE B: Individual or small group support can be provided by

-  Targeting model lessons
-  Side-by-side coaching
-  Progress Monitoring
-  Classroom Management of i-Ready
-  Technology Assistance
-  Reflective Feedback
-  School Based support for comparing Diagnostic tests
-  Support tailored to meet individual site needs
-  Provide lessons and link to current curriculum
-  Ongoing review and support in classroom
-  Conferencing – usage data
-  Ideas for Motivation and Incentives

Customer Service and Technical Support Plan

Curriculum Associates will designate an Account Manager who will be available to answer District user questions and provide other technical and account-related support. This individual will be the primary point-of-contact for the District once your *i-Ready* account is up and running, so users will always know who to contact. We will also provide the District with unlimited customer service and technical support throughout the life of the contract via toll-free telephone, email, and live chat between 8:30 am–7:00 pm Eastern, Monday through Thursday, and 8:30 am–5:00 pm on Friday (excluding holidays). Calls will be handled through our U.S.-based Customer Service and Technical Supports teams, staffed by permanent, full-time employees.

Software Updates. We are continually working to develop program features that enhance the overall user experience of students, teachers, parents, and administrators. We roll these updates, upgrades, and enhancements into new releases, which we deploy periodically throughout the year. There is no additional charge for these program enhancements, assuming your licenses are in good standing. Further, since *i-Ready* is a fully web-based, vendor-hosted, Software-as-a-Service (SaaS) application, there is no work for schools to do for installation; all upgrades are pushed from our centrally hosted, secure servers directly to the application. Release Notes will explain the new software features, and your assigned Account Manager will answer questions users may have about the new product features.

“Technical support deserves five stars. When a call is placed, they walk you through your issue step by step.”—Educator, LA

Appendix B: Pricing

| Title I District Funded | Enrollment Tier | Site License Price | 30% Title I Discount Price | PD Package | Total |
|-------------------------|-----------------|--------------------|----------------------------|-------------|--------------|
| AC Perry | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Atlantic West | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Banyan | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Bennett | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Bethune | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Boulevard Heights | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Broadview | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Broward Estates | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Castle Hill | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Charles Drew | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Coconut Creek | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Colbert | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Coral Springs | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Cresthaven | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Croissant Park | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Cypress | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Dania | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Davie | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Deerfield Beach | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Deerfield Park | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Dillard | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Driftwood | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Fairway | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Forest Hills | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Hallandale | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Hollywood Central | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Hollywood Park | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Horizon | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| James Hunt | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Lake Forest | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Larkdale Elementary | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Lauderhill Paul Turner | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Liberty | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Lloyd Estates | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Markham | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Maplewood | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Martin L King | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Meadowbrook | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Miramar | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Mirror Lake | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Morrow | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Norcrest | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| North Andrews Gardens | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |

| | | | | | |
|-------------------|----------|------------------------|-----------------------|---------------------|-----------------------|
| North Fork | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| North Lauderdale | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Northside | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Oakridge | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Orange Brook | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Oriole | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Palm Cove | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Palmview | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Park Lakes | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Park Ridge | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Parkside | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Pasadena Lakes | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Pembroke Pines | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Peters | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Pines Lakes | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Pinewood | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Plantation | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Plantation Park | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Pompano Beach | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Quiet Waters | 1200+ | \$ 22,900.00 | \$ 16,030.00 | \$ 3,500.00 | \$ 19,530.00 |
| Riverland | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Rock Island | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Royal Palm | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Sanders Park | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Sandpiper | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Sawgrass | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Sea Castle | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Sheridan Hills | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Sheridan Park | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Stephen Foster | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Stirling | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Sunland Park | 201-300 | \$ 9,900.00 | \$ 6,930.00 | \$ 3,500.00 | \$ 10,430.00 |
| Sunshine | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Tamarac | 801-1200 | \$ 20,900.00 | \$ 14,630.00 | \$ 3,500.00 | \$ 18,130.00 |
| Tedder | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Thurgood Marshall | 351-500 | \$ 14,900.00 | \$ 10,430.00 | \$ 3,500.00 | \$ 13,930.00 |
| Village | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Walker | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Watkins | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Welleby | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| West Hollywood | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Westwood Heights | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| Wilton Manors | 501-800 | \$ 17,900.00 | \$ 12,530.00 | \$ 3,500.00 | \$ 16,030.00 |
| | | \$ 1,533,400.00 | \$1,073,380.00 | \$301,000.00 | \$1,374,380.00 |

Total Discount \$ 460,020.00

Appendix C

Student Data Inputs

| Property | Description |
|----------------------------|--|
| Client ID | ID provided by CA (one per i-Ready account) |
| School ID | School associated with the student and already referenced in the School File |
| Student SIS ID | The unique, stable, and permanent ID found in the SIS system. This must be guaranteed to never change per student. |
| Student Number | The unique ID number assigned to each student in the district. |
| First Name | The student's first name. |
| Last Name | The student's last name. |
| Grade Level | Values 0-12 (0=Kindergarten) |
| User Name | The student's username. Providing updated usernames after student creation does not update usernames in i-Ready. |
| Password | Password to be created with this account. Must be between 4 and 24 characters. Providing updated passwords after student creation does not update passwords in i-Ready. |
| DOB | yyyy-MM-dd |
| Ethnicity | '1' for American Indian or AlaskaNative, '2' for Asian, '3' for Black or African American, '4' for Native Hawaiian Or Other Pacific Islander, '5' for White, '6' for Other |
| Hispanic | true false |
| Gender | Male Female |
| Economically Disadvantaged | true false |
| English Learner | true false |
| Special Education | true false |
| Migrant | true false |
| Partner ID | The ID used by Partners if applicable |
| RTI Level | null, Tier 1, Tier 2, or Tier 3 |
| Gifted / Talented | true false |

APPENDIX D

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Ensure that all employees, appointees or agents of each party to this Agreement who are granted access to shared student records will have successfully completed (1) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (2) a FERPA training webinar, as it may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website:

<http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice. Any

provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements of this Attachment "A."

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.