

**BOARD OF TRUSTEES SPECIAL BOARD MEETING  
GUSTINE UNIFIED SCHOOL DISTRICT  
1500 MEREDITH AVENUE  
GUSTINE, CA 95322  
WEDNESDAY, SEPTEMBER 23, 2020  
6:00 P.M.**

In response to the Governor's Executive Order N-25-20 and Resolution No. 2019-20-16 Delegating Authority to Take Necessary Action to Protect Students and Staff from the Spread of Coronavirus (COVID-19), adopted by the Gustine Unified School Board of Trustees on April 8, 2020, the Board Meetings are closed to the public until further notice in accordance with state guidelines on social distancing.

Members of the public wanting to listen and/or participate in the meeting please dial (209)454-5001 and enter PIN1500 at 7:00 p.m. Please place yourself on MUTE while listening in order to reduce background noise.

**I. CALL TO ORDER - 6:00 p.m.**

**A. Roll Call**

Mr. Kevin Cordeiro, President  
Mr. Gary Silva, Clerk  
Mr. Kevin Bloom, Board Member  
Ms. Pat Rocha, Board Member  
Mrs. Loretta Rose, Board Member  
Miss Yajaira Hernandez, Student Board Member

**B. Public Comment**

The public may comment on any closed session agenda item.

**II. CLOSED SESSION**

**A. Personnel – Public Employee Resignation, Discipline, Dismissal, Release, Employment**

**B. Conference with Labor Negotiator Bryan Ballenger, Superintendent – GRTA/CSEA (Govt. Code 54954.5 (f) pursuant to Govt. Code 54957.6**

**C. Public Employee Performance Evaluation Superintendent**

**III. RECONVENE TO OPEN SESSION – MEETING WILL BE RECORDED – 7:00 p.m.**

**A. Pledge of Allegiance**

**B. Report from Closed Session**

**C. Revision/Ordering of Agenda**

**D. Adoption of Agenda**

**E. Disability-Related Modifications**

Request for any disability-related modification or accommodation, including auxiliary aids or services in order to participate in the public meeting, may be made by contacting the Gustine Unified School District Office at (209) 854-3784 at least four (4) days prior to the scheduled meeting. Agendas and other writings may also be requested in alternative formats, as outlined in Section 12132 of the Americans with Disabilities Act.

#### **IV. COMMUNICATION FROM THE PUBLIC**

Members of the public may bring before the Board matters that are not listed on the agenda.

The Board may refer such a matter to the Superintendent or designee or take it under advisement, but shall not take action at that time. Comments will be accepted during this time concerning any action item on the agenda. The Board will consider all comments prior to taking action on the item as listed on the agenda in the Action Item section. (Gov. Sec. 54954.3) Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item (BP 9323).

#### **V. ACTION**

##### **A. Learning Continuity and Attendance Plan**

Recommendations:

It is recommended that the Board of Trustees approve the Learning Continuity and Attendance Plan.

##### **B. Purchase Amplify Science Licenses for Grades 7 and 8**

Recommendations:

It is recommended that the Board of Trustees approve the Amplify Science Licenses for Grades 7 and 8 Purchase.

##### **C. Purchase Twig Science Grade 6 for Distance Learning**

Recommendations:

It is recommended that the Board of Trustees approve the Twig Science Grade 6 for Distance Learning Purchase.

##### **D. Purchase Twig Science Grades TK-5 for Distance Learning**

Recommendations:

It is recommended that the Board of Trustees approve the Twig Science Grades TK-5 for Distance Learning Purchase.

##### **E. Purchase Illuminate Data and Assessment Management System**

Recommendations:

It is recommended that the Board of Trustees approve Illuminate Data and Assessment Management System Purchase.

##### **F. Declare Outdated Textbooks, Materials, Desks as Surplus**

Recommendations:

It is recommended that the Board of Trustees Declare Outdated Textbooks, Materials, Desks as Surplus.

#### **VI. ADVANCED PLANNING**

- A. Reg. Board Mtg. Oct. 14, 2020 @ 7:00 p.m.
- B. Reg. Board Mtg. Nov. 18, 2020 @ 7:00 p.m.
- C. Reg. Board Mtg. Dec. 9, 2020 @ 7:00 p.m.
- D. Reg. Board Mtg. Dec. 16, 2020 @ 7:00 p.m.
- E. Future Agenda Items

**VII. ADJOURN TO CLOSED SESSION (If needed)**

**VIII. RECONVENE TO OPEN SESSION**

**IX. REPORT FROM CLOSED SESSION**

**X. ADJOURNMENT**

# ACTION ITEMS

**GUSTINE UNIFIED SCHOOL DISTRICT****Meeting of the Board of Trustees****MEETING DATE:**

September 23, 2020

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**AGENDA ITEM TITLE:** Learning Continuity and Attendance Plan, Public Hearing**AGENDA SECTION:** Action**PRESENTED BY:** Kim Medeiros, Curriculum & Instruction Coordinator**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Learning Continuity and Attendance Plan.

**SUMMARY:**

Senate Bill 98, approved by Governor Newsom on June 20, 2020, made several key changes to accountability requirements for 2020-21. These include the establishment of a new requirement, The Learning Continuity and Attendance Plan, which must be adopted by September 30, 2020.

The contents the Learning Continuity and Attendance Plan are aligned with the following requirements:

1. How the district will provide continuity of learning and address the impact of COVID-19 on students, staff, and community in the areas of in-person instruction, distance learning, addressing learning loss, supporting mental and social-emotional health of students, resources for staff and students to address trauma and other pandemic impacts, engagement strategies, and school nutrition. This includes specific actions and expenditures related to each of those areas;
2. Use of federal and state funding included in the original or revised budget to support each of these efforts, including use of “learning loss mitigation funds”; and
3. How the district is increasing or improving services for foster youth, low-income youth and English learners in proportion to the “supplemental and concentration” funds those students generate under the Local Control Funding Formula (LCFF).

The Learning Continuity and Attendance Plan outlines and memorializes how Gustine Unified School District has aligned the above requirements as a response to the COVID-19 pandemic. It is brought to the Board for approval at the Special Board Meeting on Wednesday, September 23, 2020.

**FISCAL IMPACT:** \$1,683,865**BUDGET CATEGORY:** Title I, CARES Act Funds, other state and federal funds



# Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at

<https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Gustine Unified School District	Bryan Ballenger Superintendent	bballenger@gustineusd.org (209) 854-3784

## General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

Gustine Unified School District is located in the Central Valley of California. The district is comprised on one high school, one continuation school, one middle school, and two elementary schools. t is one of the largest employers in Gustine with over 200 staff members. GUSD serves and educates over 1,800 students with the following demographics: 85.34% Hispanic, 10.32% White, 2.03% Multi-Ethnic, 0.56% Black, 0.51% Asian, 0.39% American Indian, 0.39% Filipino, 0.34% Other, and 0.11% Pacific Islander; 30.7% English Learners, 85.4% Low Income, 0.28% Foster Youth, and 11.9% Special Education.

On March 4, 2020, the Governor of California declared a state of emergency to prepare for the spread of COVID-19. Gustine Unified School District sites started to prepare for possible school closures and the custodial staff directed its efforts into ensuring high traffic areas and classrooms were disinfected and deeply cleaned. On March 13, 2020, the Governors issued an Executive Order to close all schools.

Gustine Unified School District complied with the guidelines set forth in the initial Governor's Executive Order and followed recommendations by Merced County and Public Health and closed all schools on Wednesday, March 18, 2020. The district was informed that school closures needed to happen on March 13, 2020, but felt it was in the best interest of the district families to provide three days to secure child care. At the point of school closure the plan was to return to school on April 20, 2020, following the scheduled Spring Break. Teachers prepared review work packets for all students during the initial closure. After the break ended, the schools remained closed through the rest of the year. At that point in time, it was determined that distance learning would begin on April 27, 2020. This provided our district to plan for the training of teachers to shift to distance learning. District teachers worked together and held virtual trainings to prepare teachers to use Google Classroom, Google Suite, Screencastify, Acellus, creating editable documents, Google Hangouts, and various other tools. In person trainings, with proper precautions and social distancing, were also provided by district personnel for those teachers who needed additional support with distance learning tools.

The district learned through surveys and phone calls that 27% of students did not have internet access at home and did not have a device to complete school work. Due to the geographic location of Gustine and the fact that many families live in rural areas, the internet signals are

not strong which created additional issues for families. Some families reported having internet hot spots and WiFi, but it was not reliable. The week before distance learning started, Chromebooks were distributed to all students who needed one. If a family was unable to get to a distribution area, an administrator delivered the computer to the home.

The COVID-19 Pandemic has greatly impacted the students and families of Gustine. Many families in the community had difficulties accessing basic food and supplies due to shortages in stores. Jobs were lost and some families struggled to provide meals. After the school closures, students were affected socially and emotionally and were isolated from their peers and many felt lonely and were no longer able to access the basic supports provided by school. English learners, Students with Disabilities, Foster Youth, and Students experiencing homelessness were unable to access their daily supports provided by the school. Families had to arrange for child care in order to return to work in the absence of their children attending school. Teachers and staff have had to significantly shift their roles. Teachers were required to quickly transition to distance learning and had to be trained on different methods of delivering new learning to students whose often lacked reliable internet. Families had to learn the new educational tools to continue to work together with teachers to help support their students. Academic instruction was affected and teachers needed to prioritize the most important teaching in order to minimize learning loss among students. Gustine is a low income area and already struggles with a lack of resources. There are many internet connectivity issues due to the geographic location of Gustine. Hotspots were provided to families who needed internet access, but the district is finding that the hotspots are not working in all areas.

## Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

In March when school closures occurred, the district immediately started meetings to communicate with the all stakeholder groups. The communication was in the form of Parent Square postings (the district's information system), social media, phone calls, emails, and meetings. The stakeholder engagement efforts were made to reach families, students, staff, administrators, and other stakeholders in order to gather feedback to support families, teachers, and plan for the safe return to school. All meetings included options to attend remotely and included instructions for submitting feedback in other ways, such as US mail or email. Translation was provided at each meeting.

In June and July 2020, district employees personally called most families in Gustine Unified School District to discuss safety concerns and the reopening of schools. Several surveys were sent out to gather information from families, students, and staff regarding feelings of returning to school and which format best suited their needs: full return, hybrid, or independent study. Families were also surveyed to gather information of device and internet access. Several family meetings were conducted in English and Spanish regarding internet access, returning to school, distance learning, general questions and answers, and the learning continuity plan.

### FAMILY ENGAGEMENT

4/17/20-Distance Learning Informational Meeting (Virtual)  
5/8/20-Return to school survey  
7/15/20-Reopening schools survey  
7/17/20-Distance learning meeting (Virtual)  
8/5/20-Internet access survey  
8/17/20-Distance Learning Family meeting (Virtual)  
8/26/20-Family input survey for the Distance Learning and Attendance Plan

#### CERTIFICATED STAFF

Certificated staff was surveyed several times to gather input regarding health and safety concerns, return to work, instructional tools, and professional development needs.

7/16/20-meeting with all certificated staff regarding reopening schools  
8/7/20-Professional development survey  
8/13/20-survey to open 20-21 school year  
8/31/20-Survey regarding Distance Learning plan

#### District Engagement Meetings and Surveys:

##### CLASSIFIED STAFF

Classified staff was surveyed to gather input regarding health and safety concerns and the return to work. There were ongoing meetings to discuss school reopening, re-purposing classified staff, distance learning, safety, and in-person instruction.

7/16/20-Survey 20-21 school year  
8/31/20-Survey regarding Distance Learning plan

#### STUDENTS

8/5/20-student meeting during round up  
8/6/20-student survey

#### ADMINISTRATORS

7/27/20-Admin Retreat Meeting to discuss Learning Continuity and Attendance Plan  
8/26/2020-o discuss Learning Continuity and Attendance Plan

#### CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)

April-September-Ongoing meetings to negotiate and discuss meetings to discuss school reopening, re-purposing classified staff, distance learning, safety, and in-person instruction

#### GUSTINE-ROMERO TEACHERS ASSOCIATION

April-September-Ongoing meetings to negotiate and discuss safety, distance learning, safe return to school, and instruction.  
9/2/20-Virtual Meeting to discuss Learning Continuity and Attendance Plan



## DELAC

8/5/20-Virtual DELAC Meeting to discuss and gather input for Learning Continuity and Attendance Plan

## DISTRICT ADVISORY COMMITTEE (DAC)

9/1/20-Virtual Meeting to review and approve Learning Continuity and Attendance Plan

In regards specifically to the Learning Continuity and Attendance Plan, all staff, families, and students were surveyed on the successes and challenges of distance learning, student supports for all student groups, and input on the safe return to school.

The Learning Continuity and Attendance Plan was also shared with our District Advisory Committee (DAC) on September 1, 2020 and our District English Learner Advisory Committee (DELAC) on August 5, 2020, to gather their input regarding the quality of the school program and supports for academic achievement, social and emotional support, and mental health services.

[A description of the options provided for remote participation in public meetings and public hearings.]

Gustine Unified School district understands that not all families have access to the internet or feel comfortable using online tools and meetings. Stakeholders were given additional options to provide input and make contributions to the Learning Continuity and Attendance Plan. All stakeholders were invited to online meetings, provided a mailing and email address to send in comments and feedback, and attend some meetings in person. The options for participating in public meetings and public hearings were to call in to the school board meetings with a telephone number that is provided on the board agenda. At the request of the district advisory committee, the number to make comments at the board meeting was also advertised through Parent Square, the district information system. Translation was provided at all community meetings. The Public Hearing is scheduled for September 9, 2020.

[A summary of the feedback provided by specific stakeholder groups.]

The feedback provided from stakeholder groups

Family Input: increase safety measures (hand washing, hand sanitizer, masks) and increase and improve cleaning and sanitizing rooms; smaller class sizes and social distancing if in person instruction; live interactions and instruction if distance learning; support for academics for learning loss; provide computers and internet for students, support for English Learners, technology support and parent training to support students at home. About 70-80% of the families want school to reopen to live in person, instruction.

Student Input: provide clear expectations and due dates for assignments, include resources to help when working independently, additional time during the day to get support/help on assignments, have counselors available and a way to get help or report social emotional or mental health issues. Students also requested more feedback on assignments from their teachers and their overall desire to return to school as soon as possible.

Staff Input: Live learning for interacting, teaching, and explaining student work; creating contact lists for support and technology issues; providing additional time during the school day and after school for students to receive help; improve technology and internet connections--too many issues; more support for English Learners, equipment to teach in a distance learning format

GRTA: Ensure training is provided and ongoing as curriculum is updated, ensuring that internet access is improved and supported for students, finding ways to create a system that notifies quickly when students are not logged in for synchronous learning, show schedules on school websites, especially the high school because of the rolling block schedule.

District English Learner Advisory Committee (DELAC): Ensure that the meals served are healthy--many are flour based and processed; ensure safety procedures are in place when students return to school, help students learn English

District Advisory Committee (DAC): virtual instruction is better in the fall than the spring, continue to provide hot spots, ensure the reporting of data from assessments, find ways to address the needs of students, provide extra help and extra time for students.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

The stakeholders in Gustine Unified provided district leaders with valuable insight and considerations through the engagement process. The following points were influenced by input provided by various stakeholders:

- Technology purchases including Chromebooks to send home with all students for distance learning, purchasing 300 hotspots to support families without internet access, providing instructional tools and resources to support teaching and learning during distance learning as well as features to increase student security while students are online. Technology support line.
- Increased safety and sanitation supplies to ensure all everyone understands safety protocols and cleaning and sanitizing are happening on a regular basis.
- Increased parent training on technology (including a technology support call in line), Aeries, Google Classroom, a guide for parents to learn ways to best support their children at home, and other trainings as needed.
- Time during the school day and after school to receive additional help
- Monitors and technology tools purchased for teachers because they are unable to effectively teach in a distance learning format with small laptop screen using multiple digital tools.
- Ensuring that staff development will be ongoing.

# Continuity of Learning

## In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

Gustine Unified School District opened the 2020-2021 school year under distance learning for all schools. Upon the guidance of the health department or approval of a waiver, GUSD may return to in-person instruction including, but limited to small group instruction, English Learner support, special education, intervention, or other groupings.

Gustine Unified School District planned for several options for the return to school for the 2020-2021 school year: full return, hybrid, and distance learning. With the uncertainty created by the COVID-19 pandemic, the district planned for all three possibilities during the summer months of 2020. On July 17, 2020, all Merced County schools were ordered to begin the school year in a distance learning format. Merced County is on the watch list for the number of COVID-19 cases and the county will need to be off the watch list for at least 14 days and have approval from public health in order to resume to any in-person instruction. When public health conditions allow, the district will move from distance learning, to a cohort hybrid model, to full in-person learning. Distance learning will be in effect for at least the first quarter of the school year. The district will work with staff to determine if it will apply for any in-person instruction waivers or small cohort group supports. In the event public health deems it appropriate to reopen for in-person instruction, the district will work all stakeholders to return to school safely.

### Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Personal Protective Equipment (PPE) to all staff and students (masks, hand sanitizers, dividers)	\$50,000	No
Furniture for social distancing in the classrooms	\$50,000	No
Signage to educate public, precautions, symptoms, and directions with COVID-19	\$2,000	No
HVAC filters: Facilities will increase the rates at which they replace HVAC filters at school sites and district buildings as recommended per current health and safety guidelines. Air Purifiers will also be provided for the classrooms.	\$60,000	No

Description	Total Funds	Contributing
Individual instructional supplies for all students.	\$30,000	Yes

## Distance Learning Program

### Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

In order to continue to provide continuity of instruction in a distance learning format, GUSD has implemented 1:1 Chromebook program to facilitate digital learning. We have also provided hot spots to families who needed internet access. Distance learning will be provided in a variety of ways. Per AB 98, the distance learning program will include daily live interaction among teachers and students via Zoom or Google Meets for instruction, progress monitoring, and school connectedness. All students in kindergarten will receive a minimum of 180 minutes of instruction, 1st-3rd grades will receive a minimum of 230 minutes of instruction, and 4th-12th will receive a minimum of 240 minutes. Continuation school students will receive 180 minutes of instruction. Prior to school beginning, Chromebooks, student text books, and a variety of learning materials and supplies were distributed to students. Most of the curriculum is digital, except science. The district is working with science teacher teams to purchase digital curriculum to support at home learning. Additional learning tools have been purchased to support students in an online setting such as: EdPuzzle, Near Pod, Padlet Backpack, and others. Zoom and Go Guardian were also purchased to ensure that synchronous instruction can occur and also to ensure that students are supported. In order to ensure continuity for parents and students, Google Classroom was adopted as the learning management system, Zoom and/or Google Meet will be used for synchronous instruction, and various tools such as Screencastify, EdPuzzle, and SeeSaw will support asynchronous instruction. A systematic cycle of assessments in the areas of English Language Arts, mathematics, and English Language Development will be conducted with all students. Digital curriculum for science will be purchased since the district has not adopted a new science curriculum and are lacking technology resources. Each Professional Learning Community team will collaborate to analyze the data and make instructional changes as needed to ensure all students are learning. This will support all students, including English Learners, Students with Disabilities, and students placed in foster care, and students who are experiencing homelessness.

## Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

During the spring school closures GUSD distributed computers to any student who was in need. In planning for the fall, the district has prepared to have enough devices to send home with all students.

Through surveys, it was discovered that approximately 30% of students in our district do not have reliable internet services. In order to ensure all students have connectivity to WiFi, the district purchased 300 hot spots to distribute to families that need internet services. The hot spots were handed out to families in mid-August through a drive through/walk up process. GUSD has also encouraged and supported families with signing up for low cost internet services provided by various companies in our area. Another way to increase connectivity was to work with the police department to broadcast an internet signal which would help support the center of town. Each school site also upgraded their signals to broadcast further out into the neighborhoods where they are located.

Given the rural location of Gustine, there are still areas where cell service and internet is not reliable. We are working to locate those areas and find ways to get students connected. Through our Attendance and Re-engagement plan, district and site staff are conducting home visits and making phone calls. When internet connections are the issue, the staff works to get the student connected and engaging in learning.

GUSD is also working with our technology company to create a helpline to serve family and students in troubleshooting technology during and after school hours. This will be provided in English and Spanish to ensure that all families can call for technology issues.

## Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

Pupil progress will be assessed through daily live interactions, district assessments such as i-Ready for reading and math (grades K-12), MDTP Math at the high school (9-12), and SAVVAS English Language Arts Assessments (9-12), teacher created formative assessments, and a variety of assignments. The district is using Google Classroom as its learning management system as well as Aeries for attendance and grade books. A district assessment calendar has been established to ensure that pupil progress is monitored and appropriate instruction and interventions are in place to ensure student progress. The instructional coaches revised the pacing calendars in English and Math to account for learning additional time in areas of need. After researching, power essential standards were established in order to ensure all students learn the most important standards to be successful in the following school year. Each grade level will provide formative assessments based on the power essentials and the teams will collaborate around the power essential standard data, sharing best practices and offering additional learning opportunities for students to practice the standards that are the most essential. These cycles will continue through out distance learning and when the district returns to in person instruction.

Student assignments will be tracked in Aeries grade books and through Google Classroom. Daily live instruction occurs in all classes in grades TK-12. Instructional minutes are logged by teachers daily to track the number of minutes spent in live, synchronous instruction and the time value minutes that asynchronous, independent assignments measure. To measure engagement the Aeries attendance marks have been modified to reflect the changes in tracking engagement. Teachers will mark daily not engaged (the student does not log into live



instruction, does not complete independent activities, and no contact is made between the student or parents during the school day), Both (students participated in synchronous and asynchronous activities), Synchronous (the student participated in live learning only), Asynchronous (the student participated in independent activities only), or Contact (contact was made to the student and or parent during the school day). Each teacher has three days to make adjustments to the attendance if a student turns in work late. When a student has missed more than 60% of school or has not completed 60% of assignments teachers will mark in Aeries that the student needs re-engagement. This will trigger a response by administrators, counselors, and other school personnel based on the tiered re-engagement plan.

## **Distance Learning Professional Development**

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

Gustine Unified School District provided professional development in early August and will continue to provide support to teachers and support staff to ensure the distance learning program and in-person instruction is successful. Teachers completed a survey in early August asking what needs they had for distance learning. Based on the survey results, a plan was created to deliver professional development plans to meet the needs identified by teachers and to train on new technologies that were purchased to support distance learning. Many wonderful teachers volunteered their time to train their colleagues prior to school opening. Teachers and district staff held training sessions in the following: Google Classroom, Screencastify, Google Suite/Apps, Troubleshooting technology, Go to Connect, SB 98 and Weekly Engagement Record, i-Ready, Flip Grid, Bitmoji Classroom, Digital Citizenship, fillable PDFs, Go Guardian, Zoom, Google Meet, Special Education, EdPuzzle, and Trauma, Resilience, and Mindfulness. Additional mathematics training on engaging students in online instruction, digital tools, and mathematics instruction will be ongoing throughout the year. English Language Arts teachers received professional development for their new adopted curriculum, My Perspectives. It includes digital access and accessibility for differentiating instruction. Teachers were also offered asynchronous training in Screencastify, Zoom, Assistments for math (a digital component for Eureka Math and MVP Math I), English Learner Strategies, and Engaging students in distance learning. The district will also conduct family trainings to support families with technology, Google Classroom, supporting children at home, and other needed training as requested by parents. Training opportunities will continue for staff and families throughout the year.

## **Staff Roles and Responsibilities**

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

COVID-19 and the transition to distance learning have significantly changed the roles and responsibilities of staff. With distance learning and hybrid, teachers are now responsible for transitioning their rigorous lessons into a virtual format. They are also responsible for monitoring engagement, which is no longer determined by presence or absence. Teachers must now track instructional minutes (synchronous and asynchronous), assignments in both areas, and track contact. They are also responsible for weekly engagement logs documenting time and type of learning the students are engaged in. Attendance staff will continue their functions, but will also need to follow up with teachers to ensure the new attendance coding/entry is accurate. They will also need to contact families and follow up with teachers if they do not make contact. Classified staff (Instructional aides, library clerks, campus supervisors) will be more involved in contacting families and students and supporting teachers in virtual setting such as breakout rooms. They will also support with any childcare provided by the district.

Cafeteria staff is now preparing and serving meals off site to students. Bus drivers are delivering meals to various locations and providing other duties. The site office staff is working to troubleshoot technology issues and reaching out to support families. Site administrators are having to change their role to support in a mostly virtual environment and are working to increase engagement among students who are fully participating in learning. Nearly all employees in the district have had to perform duties that are normally outside of their job descriptions. These changes help support the academic and social emotional needs of students. Memorandums of Understanding (MOU) have been developed in partnership with collective bargaining units to provide guidelines for all staff members.

## Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

Gustine Unified School District is committed to supporting students with unique needs. All English Learners will receive both designated and integrated English Language Development (ELD) instruction. For ELD, students will receive a minimum of thirty minutes each day. During integrated instruction, students will receive core instruction with additional supports depending on their levels of language acquisition. Staff will use the Ellevation platform to monitor progress and provide support. Students who are in Special Education and Speech programs will continue to be provided the services on their IEP addendum that was modified during distance learning. Assessing will be done virtually and in-person when permitted, speech tele-therapy will be provided, and all students will receive live instruction to work on related goals. IEPs meetings will be conducted virtually. Foster students and homeless students will be checked in with to ensure access to distance learning and provided any needed school supplies. Individualized and small group sessions will be provided for learners with unique needs by classroom teachers and intervention teachers at the elementary level. Counselors and School Psychologists will conduct wellness checks via telephone and Zoom/Google Meet. In person check ins, with proper PPE, will also be utilized when other attempts are not successful.

## Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Technology for distance learning (chromebooks, hotspots, internet upgrades)	\$210,000	Yes
Additional Technology for Students with Disabilities	\$23,000	No
Technology support line for students and families to get support help after school hours	\$25,000	Yes
Subscription to Zoom to ensure students can access and be successful in distance learning and Go Guardian to provide safe internet access and ways for teachers to monitor and address engagement in learning.	\$18,000	Yes

Description	Total Funds	Contributing
Intervention Teachers will provide additional support to students during the school day to address learning needs in English language arts and mathematics.	\$227,239	Yes
Laptops, monitors, and additional technology for teachers, administrators, and instructional support staff to be able to provide distance learning.	\$250,000	Yes
Instructional coaches to support assist teachers in developing strategies to provide high quality first instruction, support in learning tools, and provide research based support during distance learning and in-person instruction when offered.	\$252,514	Yes
Supplies for students to use in distance learning to ensure low income students can participate in distance learning at home.	\$30,000	Yes

## Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

In order to address learning loss from the spring of 2020, all teachers were surveyed on which Essential Standards were mastered prior to the school closures in March. Teachers submitted names of students who would need additional support once the schools were to open. Teachers and administrators attended trainings for addressing the gaps that may be caused by the pandemic. Based on the information provided by the teachers and research into the most essential standards, pacing calendars were revised. Instructional coaches placed lost learning ahead of the near learning. The district did not want to take additional time for review and instead strategically placed the learning prerequisites directly before the next year's related standard is taught. Pacing calendars for English language art and mathematics were revised to include flex days in order to reteach essential standards. The essential standards were pared down to power standards, which allow teachers to focus their instruction on a particular set of high leverage standards which will enable students to be successful in the

following year and make up the learning loss. An intervention teacher established essential standards for English language development which will be utilized in designated and integrated ELD. These standards will help students to develop language and continue to make progress in learning English.

All students will take a diagnostic exam at the beginning of the year. Students in grades K-8 will take the iReady Diagnostic in English and Math, 9-12 Math will take MDTP math, and 9-12 English will take the SAVVAS English Diagnostic. This will determine the level at which the student is starting the school year. Once all diagnostics are complete, teachers will compare current scores with previous scores to determine learning loss. Based on that information, lesson will be designed to accelerate learning through a variety of strategies. The diagnostics will be taken 3 times per year. The district will also use common formative assessments.

For identifying learning loss in Special Education students, special education teachers will review the third and fourth quarter goal progress reports and compare those with current levels.

## **Pupil Learning Loss Strategies**

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

All students will have access to synchronous and asynchronous learning throughout the day. Pacing calendars have been adjusted to focus on the most important grade level standards in order to progress in learning. Learning from the spring has been strategically placed directly before new learning at the next grade level. Additional flex days have been placed into the pacing calendars to address the needs of the students while still providing new instruction. All learning is curriculum based and will focus on the power essential standards. Professional Learning Communities will work together to plan common formative assessments, analyze the data, collaborate around effective strategies, and reteach during flex days. The data cycle will continue throughout the year as students are learning and practicing the power essential standards. Instructional coaches will work with teacher teams to utilize strategies that can be used in English Language Development (ELD) and class time to ensure learning is accelerated. Universal Design for Learning (UDL) strategies will also be implemented and supported by instructional coaches.

Additional ways to address the learning loss and accelerate learning progress for students of various needs, GUSD will ensure that all students have access to teachers at times other than class time to seek additional support. For example the high school has morning interaction where they invite specific students to get a second dose of learning or clarification on the days lessons. Students can also drop in throughout the day to check in with teachers. Another support is in the form of afternoon intervention classes for English Learners and students who need additional support by trained intervention teachers. Tutoring and homework assistance opportunities were provided to foster youth, families experiencing homelessness, English learners, low-income, and students with exceptional needs.

The district will pilot using Illuminate to track data analysis among our most vulnerable student groups to identify gaps and learning loss. Teachers will analyze this data and look for patterns and discuss strategies and ways to address the learning and instructional needs of the students.

Professional development and learning support will be ongoing for staff to support the process of addressing learning challenges and accelerate learning progress for all students with strategic tiered approaches principally directed towards meeting the needs of foster youth, families in transition, English learners, low-income, and students with exceptional needs.

English Learners-all English learners will receive designated and integrated ELD on a daily basis. Designated ELD will be synchronous to ensure students are receiving daily practice and instruction in the four domains of reading, writing, speaking, and listening as well as using questioning techniques and increasing use of academic vocabulary. All teachers have access to and will provide instruction based on the language levels of their students. Designated ELD teachers will address the learning loss of students language and will prioritize instruction to focus on essential English Language Development standards. During instruction, teachers will utilize the use of visual aides, translation tools, vocabulary, and other supports to ensure students are able to increase achievement. Students will receive additional support throughout the day and in after school focus groups.

Low Income-to address learning loss, low income students will receive all of the needed supplies to participate in both synchronous and asynchronous instruction. Internet access will be provided to participate in learning. Low income students will also be provided with additional learning opportunities through after school and during school small groups or one one activities. Meals are supplied and are able to be picked up in strategic neighborhoods to ensure low-income students have access to healthy meals. Counselors and other support staff also check in and provide needed supports for students.

Foster Youth students will receive both academic and social emotional support to ensure that learning loss is addressed. Foster youth will be involved in small group instruction. The schools will also ensure students have all of the needed supplies to fully participate in learning.

Pupils with Exceptional Needs-For students with exceptional needs, learning loss will be addressed by synchronous instruction with their case managers, special education teachers, as well as general education teachers and support staff. Individual virtual meetings will occur daily. The district is working to bring back cohort of students (14 or less, per state guidelines) to further address any learning loss. All students with IEPs will have access to learning directed toward their goals and also have access to core curriculum.

Pupils experiencing homelessness- The district will continue to reach out and communicate safe and stable housing options for quarantine/recovery, and where and how youth and families can access basic needs like food, health care and mental health services. To address learning loss, students will receive regular check-ins and provided alternate times to get additional help as needed. They will also have access to small group and individual help to address learning loss.

## **Effectiveness of Implemented Pupil Learning Loss Strategies**

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

The effectiveness of the services and supports provided to address learning loss will be measured through growth on diagnostic assessments, scores on common formative assessments, and attendance and participation of the students as measured by the teacher.



Teachers will regularly monitor digital tools to check for progress and make adjustments as needed. Professional learning communities will complete data cycles around diagnostic tests and common formative assessments.

### **Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]**

Description	Total Funds	Contributing
Provide intervention support and tutoring support after the regular school hours to support students who need additional support.	\$30,000	Yes
Illuminate for data analysis and tracking student achievement to ensure that all groups are making progress and are provided time and instruction to mitigate learning loss. Low income students, foster youth, and English Learners will have their progress tracked and teachers will be able to modify instruction to best meet their needs.	\$7,800	Yes
Digital Curriculum science to increasing accessibility for support for English learners and differentiation to address learning loss.	\$50,000	Yes

## **Mental Health and Social and Emotional Well-Being**

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

Gustine Unified School District is monitoring and supporting the mental health and well-being of all students through regular check-ins with counselors and psychologists as well as classroom teachers.

Counselors and school psychologists are continually reaching out to specific students and making connections when additional students when referred. They are also preparing presentations for all students to ensure that students' mental health and emotional needs are being met. Students are encouraged to use the STOPit! app to report anything that is affecting them negatively. A form will be created for students to seek additional supports and also provide a way for teachers to report if they feel students are struggling with their social/emotional well being. There are also outside resources provided through Merced County that all parents and students have been notified about through Parent Square. As the district learns of additional resources, these will be shared with all families and students.

Gustine Middle School and Gustine High School will receive additional professional development for Positive Behavior Intervention Support (PBIS) and social emotional components will be woven into the PBIS framework.

Students are engaged in Social Emotional Learning (SEL) materials in grades K-5 and 6-8. All teachers are incorporating social and emotional learning into their lessons through surveys, discussions, check-ins, NearPod SEL lessons, phone calls/texts. Teachers have also created book clubs at the high school levels for anyone who is interested in participating. The book club will address the race issues and open conversations regarding the social issues of race and equality. Teachers are working to build connections among students to help them to connect with others from different sites. Associated Student Body (ASB) and school clubs have started virtually and students are connecting through social media and online forums to build connections and support a positive social emotional health.

Approximately 30% of the teachers participated in a training regarding Trauma, Resilience, and Mindfulness presenting by one of the Gustine Unified School District teachers. All district admin are being trained mindfulness and emotional well-being. The administrators will then be able to provide tips and strategies to their staff members.

## **Pupil and Family Engagement and Outreach**

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

Gustine Unified School District is committed to ensure that all students are engaged in learning and work with families to ensure that 100% of students are engaged. GUSD will utilize personal phone calls and automated phone calls and messages through Parent Square in English and in Spanish depending on correspondence language. All students have been given schedules to inform families when live, synchronous learning occurs and when they are expected to be working independently. Students will log into Zoom/Google Meet daily to meet their Synchronous time requirements. In order to meet the Asynchronous minutes, students will log into Google Classroom to check for assignments. They will complete assignments, projects, assessments through a variety of tools including, but not limited to: Screencastify, NearPod, EdPuzzle, Padlet, Google Suite, Flip Grid, and Kahoot!.

Teachers will keep a weekly log in which they monitor students on a daily basis, to account for synchronous minutes, asynchronous minutes, parent contact, and work completion. When students are not engaged in learning teachers, administrators, office staff, and counselor will work to make contact with the student or family and re-engage the student into the school system.

### **Administration Responsibilities**

Design a re-engagement plan based on feedback from teachers to re-engage students that are not participating for 3 days or more or not completing 60% of the work during the week. When families speak a language other than English, Admin will ensure that interpretation services are provided and all documents/letters are translated.

### Teacher Requirements

To ensure student success during distance learning:

- Log participation daily (in Aeries Attendance by marking attendance codes: 1=not engaged, 2=Both, 3=Synchronous Only, 4=Asynchronous Only; 5=Parent Contact)
- Communicate with student daily and document into weekly engagement logs
- Verify and document daily participation, tracking assignments, synchronous/asynchronous instruction daily (use Aeries Attendance, Google Classroom, Aeries Grade book, and Teacher E-Log)

### Attendance Clerk Responsibilities

- Track attendance in AERIES and notify parents of absences to determine status of the absence (excused/unexcused). Monitor unexcused absences for students and follow the distance learning attendance policy from the distance learning handbook.

Tiered re-engagement plan for student learning: To assist with at-risk students that are having concerns with participating online or completing 60% of the week's work.

### Tier 1: Targeted Prevention

Teacher:

- Emails/call parents and provide notes into the weekly engagement log.
- Contact Assistant Principal for students not engaged in learning for 3 days or not completing 60% of the week's work by marking code "K" in Aeries Discipline tab

Attendance Clerk:

- 1 & 2 unexcused absences: Notification to parents/guardians, admin notified

Administration:

- Contact student and parents concerning students non participation for reasons, and provide support to assist as needed.
- Document in AERIES

### Tier 2: Intensive, Individualized Prevention

Teacher:

- Continue to monitor and track student's non participation and track in the weekly engagement log as needed
- Continue to contact Assistant Principal of students not participating for 3 days or not completing 60% of the week's work.

Attendance Clerk:

- 3 unexcused absences: same as 1 & 2 plus truancy letter sent to parents and conference with administrator. This will be considered the Student Attendance Review Team (SART) meeting.

Administration:

- Meet with student and parents to discuss implications of non participation and develop a re-engagement plan.
- Check in weekly with student and teacher to ensure continued participation
- Document all meetings with student and parents in AERIES

Tier 3: Further Intensive, Individualized Prevention

Teacher:

- Continue to monitor and track student's non participation and track in the weekly engagement log as needed
- Continue to contact Assistant Principal of students not participating for 3 days or not completing 60% of the week's work.

Attendance Clerk:

- 4 unexcused absences: same as day 3 (minus truancy letter) with documentation in AERIES.
- 5 unexcused absences: Students and parents will be scheduled via certified letter to attend a conference on campus or virtual meeting with an administrator (2nd truancy letter).

SRO:

- Home visit with counselor/administrator.
- School Attendance and Review Board (SARB) policy will be in place as well.

Administration:

- Meet with parents to discuss re-engagement of student and explain the SARB process.
- Attend home visit with SRO and counselor

Note: In the event of any absence, it is the student's responsibility to communicate with their teachers to set up a review time during morning or afternoon interactive sessions. Failure to participate in the distance learning platform will be documented and result in no credit or a failing grade.

## School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

Once the initial school closures occurred, the district immediately began serving meals at several distribution sites. The 2020-2021 school year started with Distance Learning, daily meal distribution will continue at the same five pick up locations located throughout the cities of Gustine and Santa Nella. All students in Gustine Unified School District are eligible to receive free meals. Each day students can pick up meals at the various locations which account for breakfast, lunch, and dinner. Meals have been delivered to homeless students as needed.

When in-person instruction begins, meals will be available in a grab and go format. Breakfast will be available before school and students can eat in the classroom or designated areas to allow for distance and safety of students. Lunch and dinner will be provided after school and students can take it home as they leave for the day.

## Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
School Nutrition	Transportation costs for food deliveries to ensure low income, foster youth, and homeless students have access to nutritional meals.	\$50,000	Yes
Mental Health and Social and Emotional Well-Being	Counselors are reaching out to families and students and providing mental health supports that would not be available to low income students. They are also ensuring that families of English learners and foster youth have access to services.	\$295,312	Yes



Section	Description	Total Funds	Contributing
Mental Health and Social and Emotional Well-Being	Digital Social and Emotional curriculum purchased for the middle school to ensure students' SEL needs are being met.	\$5,000	Yes
Mental Health and Social and Emotional Well-Being	Positive Behavior Intervention and Support training to be able to include SEL in the plans being developed by the sites.	\$18,000	Yes

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
31.28%	\$4,727,680

### Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

Gustine Unified School District recognizes the fact that unduplicated students in the district were disproportionately impacted by the school closures which resulted in loss of services and learning loss for nearly all of our school population. In planning for services, the plan was formed by taking actions to meet the needs of our unduplicated students. The following actions are provided to all students, but are effective in meeting the needs of unduplicated students.

In Person Instruction

\*Individual Instructional Materials and supplies for students: This action is for all students, but primarily provided because low income families may have a difficult time providing materials for the classroom. The personal materials will ensure safety to eliminating the need to share materials.

#### Distance Learning

\*Technology for distance learning (Chromebooks, Hot Spots, Internet Upgrades): As we learned in the spring, most families did not have devices to participate in distance learning, therefore the district purchased enough Chromebooks to be sent with every student. Given the geographic location of the district, hot spots were distributed to students who lacked internet access, especially the rural areas where purchasing internet is very expensive and often not reliable. Internet upgrades were made at all of the schools to push out the signal to further areas. This also helped students who do not have reliable internet at home. The distribution of hot spots was prioritized for low income families.

\*Technology Support Line to help students and families with technology support after school hours: This support line will ensure that all students can participate in learning and quickly solve technology issues. The support will be provided in English and Spanish to ensure all students, including parents of English Learners, will have access to technology support.

\*Subscription to Zoom and Go Guardian: These tools help to ensure engagement in learning. Go Guardian can be used to ensure students are focused on the topics and can track minutes of engagement. This is helpful for ensuring that students are engaged in learning because the district is aware that many students who are low income, English learners, and Foster Youth have parents who work outside the home and due to work schedules, cannot supervise the learning of the students. Zoom also helps keep our students engaged and connected to the school system because they can interact with their peers and teachers. It also helps facilitate live learning to practice and build language acquisition for English learners and connections for Foster Youth. It is also used by counselors who are provided mental health services for those experiencing trauma and hardship from the effects of the COVID-19 pandemic.

\*Intervention Teachers will provide additional supports to students during the school day to address learning needs in English Language Arts, mathematics, and English Language Development: These services ensure that learning loss is addressed among students. Providing the intervention teachers in grades K-5 ensures that we are identifying and serving the needs of our unduplicated students in need.

\*Laptops, monitors, and upgraded devices for teachers: This contributes to student learning because teachers are now designing online lessons and incorporating various technology tools, such as Go Guardian and Zoom, which make it difficult to interact with students, supervise Go Guardian, and see the lesson on the screen. Teachers are utilizing document cameras and projectors as well as additional screens to ensure that they are instructing while at the same time, they can still see the students and continue to build connections. Being able to use these tools to monitor learning support Foster Youth to ensure they feel connected, as well as English learners and Low-income students.

\*Instructional Coaches: The district has two coaches to support and assist teachers in strong first instruction to ensure that all students are achieving. The coaches continually support teachers in the areas of English Language Development, effective instructional practices, and reaching all learners. Coaches have also mitigated learning loss by modifying pacing guides in English Language Arts and mathematics to

place lost learning directly before new learning. The instructional coaches development and support through professional development specific strategies for English Learners, Low Income and Foster Youth.

\*Supplies for Students in Distance Learning: Supplies were provided for distance learning in order for students to participate in distance learning activities. This was primarily provided because of the high percentage of low income students.

#### Pupil Learning Loss

\*Provide intervention support and tutoring after the regular school hours: This action will support all students, but especially low income students who can receive additional support with independent work or tutoring for learning loss. This will also support English learners who will work with bilingual tutors to receive support in various subjects, plus additional support in developing their English skills.

\*Illuminate Data Analysis for the high school: Illuminate will be purchased to provide Gustine High School with the ability to disaggregate data around student groups, including low-income, Foster Youth, and English Learners. This will provide data analysis for identifying specific strategies that will be used to increase the achievement of all students, but especially the groups who are most vulnerable to learning loss and lower achievement.

\*Digital Curriculum in Science: Gustine Unified has adopted curriculum for science that is textbook based only. In order to support English Learners and students who have low reading ability, the district will be purchasing digital supplemental science curriculum which will allow English learners the translation ability and the ability to use apps to read the text. This will also support at home learning because students cannot engage in hands on science. The digital curriculum will provide video and simulations to allow the students to continue to conduct experiments even in a virtual setting.

#### Additional Actions to Implement the Learning Continuity and Attendance Plan

\*School Nutrition: Gustine Unified School District provides healthy meals to all students. Since the school closures in March, grab-and-go meals have been provided to all students in Gustine Unified School District. In order to ensure low income students are able to access the free meals, bus drivers and cafeteria staff have driven buses to strategic areas to distribute food. There are five locations in various neighborhoods as well as at school sites where students and families can pick up meals.

\*Mental Health and Social Emotional Well Being: Counselors have been reaching out to students and families to provide support in person, through Zoom, and over the telephone. They have been working directly with families who need re-engagement in schools. Most of the families and students they are working with are Low Income, Foster Youth, and English learners. They will also provide family trainings on how to best support students at home during distance learning.

\*Mental Health and Social Emotional Well Being: Digital SEL Curriculum was purchased for Gustine Middle School. This curriculum will provide ways for students to self regulate, develop mindfulness, and is designed to ensure positive mental health and social emotional well being. This program will support foster youth and low income students.

\*Mental Health and Social Emotional Well Being: Positive Behavior Intervention and Support (PBIS) training will incorporate social emotional learning into the plan. All sites have PBIS teams and they will develop SEL into their plans. Implementing PBIS with high fidelity

can increase academic achievement for students in high poverty communities and may help close the achievement gap and improve social and emotion outcomes.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

Gustine Unified School District (GUSD) minimum proportionality percentage is 31.28%. The majority of the students served in the district are unduplicated pupils (85.4%). The services and actions included in the plan best serve all students and are principally directed towards English Learners, foster youth, and low income students. The actions and services described above utilize at least the required minimum proportionality amount. For example many of the actions and services described in this Learning Continuity and Attendance Plan serve ALL students, including unduplicated pupils to meet the minimum proportionality.

# **GUSTINE UNIFIED SCHOOL DISTRICT**

**Meeting of the Board of Trustees**

**MEETING DATE:**

September 23, 2020

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**AGENDA ITEM TITLE:** Purchase Amplify Science Licenses for Grades 7 and 8

**AGENDA SECTION:** Action

**PRESENTED BY:** Kim Medeiros, Curriculum & Instructional Coordinator

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Amplify Science Licenses for Grades 7 and 8 Purchase.

**SUMMARY:**

Amplify Science California is a brand-new TK–8 curriculum built for the California NGSS. Throughout the Amplify Science California curriculum, students actively share and discuss evidence and work together to determine what claim the evidence supports. As they collaborate and engage in debate, they are practicing vital aspects of constructing explanations and argumentation, such as:

- Deeply understanding evidence
- Working with others to understand the meaning of evidence
- Convincing others that their claim is the most sound
- Providing logical reasoning to support their claims

This purchase will provide middle school students with access to digital NGSS aligned materials to support distance learning. Teachers will have access to teaching slides and can modify the content. There is a Google Classroom feature, which will allow students and teachers easy access. It is set up for full remote learning.

**FISCAL IMPACT:** \$7,712.81

**BUDGET CATEGORY:** CARES Funds



GUSTINE UNIFIED SCHOOL DISTRICT  
1500 Meredith Ave.  
Gustine, CA 95322  
Phone: (209) 854-3784  
Fax: (209) 854-9164

Ship To: Kim Medeiros  
1500 Meredith Ave.  
Gustine, CA 95322

Department:  
District

Date:  
9/16/20

Ordered By:  
Kim Medeiros

Vendor Email (for email option only):  
kscott@amplify.com

Purchase Order Instructions:

☐ Fax ☐ Return to site ☒ Email ☐ Other Kim Medeiros

BUDGET CLASSIFICATION:  
01-3210-4313.00-1110-1000-115-000-000

VENDOR NAME: Amplify

ADDRESS: 55 Washington Street, Suite 900  
Brooklyn, NY 11201

PHONE: 1-(800)-823-1969

FAX: (646) 403-4700

Qty.	Description	UNIT COST	TOTAL COST
135	Amplify Science Gr. 7 Digital Student Licences	\$25.00	\$3,375.00
150	Amplify Science Gr. 8 Digital Student Licenses	\$25.00	\$3,750.00
	Science licenses for distance learning in grades 7 & 8		
			\$7,125.00
		Tax	\$587.81
		Shipping	n/a
		Total	\$7,712.81

SCHOOL SITE GMS

JUSTIFICATION: Science Licenses for distance learning grades 7 and 8

DISTRICT REQUISITION #: \_\_\_\_\_

DISTRICT PURCHASE ORDER #: \_\_\_\_\_

APPROVAL:

*Kim Medeiros*

For LCAP Purchases **ONLY** (Required)

Goal # \_\_\_\_\_

Action # \_\_\_\_\_

Example (1,2, etc.)

Example (.01, .02, etc.)

"Purchase Order Instruction" box must be filled to avoid delay\*

Revised 07/05/2016



## Price Quote

### Amplify

55 Washington Street, Suite 900  
Brooklyn, NY 11201  
Phone: (800) 823-1969  
Fax: (646) 403-4700

Quote #:  
Date:  
Expires On:

Q-41218-1  
9/15/2020  
10/15/2020

### Customer Contact Information

GUSTINE UNIFIED SCHOOL DIST

### Amplify Contact Information

Kim Scott  
Inside Sales Representative  
602-881-4899  
kscott@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science G7 California - Digital Student License - 1yr (2020-2021)	135.00	\$25.00	\$0.00	\$3,375.00
Amplify Science MS: Integrated Grade 7 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 1yr (2020-2021)	135.00	\$0.00	\$0.00	\$0.00
Amplify Science G7 California - Digital Teacher's Guide License - 1yr (2020-2021)	3.00	\$149.00	\$447.00	\$0.00
Amplify Science G8 California - Digital Student License - 1yr (2020-2021)	150.00	\$25.00	\$0.00	\$3,750.00
Amplify Science MS: Integrated Grade 8 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 1yr (2020-2021)	150.00	\$0.00	\$0.00	\$0.00
Amplify Science G8 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$149.00	\$298.00	\$0.00
<b>TOTAL</b>			<b>\$745.00</b>	<b>\$7,125.00</b>

**TOTAL DISCOUNT**  
**GRAND TOTAL**

\$745.00  
\$7,125.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

**License and Services Term:**

- Licenses: until 07/01/2021.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

**Special Terms:**

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

**How to Order Our Products**

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

**Please include these three documents with your order:**

- Authorized purchase order, check or credit card authorization form
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card authorization form:**

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) or fax them to (347)-662-2402
- Please do not mail credit card authorization forms.

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

**This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](http://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.**

## **Terms & Conditions**

1. **Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
7. **Account Information.** For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties.

All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

**We are delighted to work with you and we thank you for your order!**

Amplify Education, Inc. - Confidential Information

**GUSTINE UNIFIED SCHOOL DISTRICT****Meeting of the Board of Trustees****MEETING DATE:**

September 23, 2020

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**AGENDA ITEM TITLE:** Purchase Twig Science Grade 6 for Distance Learning**AGENDA SECTION:** Action**PRESENTED BY:** Kim Medeiros, Curriculum & Instructional Coordinator**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Twig Science Grade 6 for Distance Learning Purchase.

**SUMMARY:**

Twig Science has developed a one year distance learning program to support the teaching and learning of the NGSS science standards. Twig Science features unique, on-demand Twig Coaches, who jump in and guide students through every lesson. When it's time for a hands-on investigation, students will engage in a new digital Twig Lab. This is a rigorous curriculum that supports your teachers, eases parents' burdens, and—most importantly—engages students.

The district is seeking to licenses for distance learning for all teachers and students in grade 6. This will support our students and provide additional learning opportunities through videos and digital labs to learn NGSS science standards. These licenses will be used during the 2020-2021 school year.

**FISCAL IMPACT:** \$3,782.69**BUDGET CATEGORY:** CARES Funds

01-3210-0-4313.00-1110-1000-115-000-000

FAX: \_\_\_\_\_

\$3,782.69

Example (.01, .02, etc.)

Revised 07/05/2016



twig EDUCATION

TWIG EDUCATION INC.

PO Box 606, San Leandro, CA 94577-0060

Tel: (888) 881 4977 Email: [contact@twigeducation.com](mailto:contact@twigeducation.com)

EIN: 82-2738061

Twig Science - NGSS  
Grades K-6  
Copyright 2020

twig Science

ORDER FORM - 1 Year Twig Science Distance Learning

1. ORDER DETAILS

ORDER DATE 09/13/20

BUSINESS CONTACT

TECHNOLOGY CONTACT (Email)

TECHNOLOGY CONTACT (Phone)

BILLING DETAILS

SHIPPING DETAILS

FIRST NAME Kim  
LAST NAME Medeiros  
JOB TITLE Curriculum and Instruction Coordinator  
SCHOOL/DISTRICT NAME Gustine Unified SD  
ADDRESS 1500 Merideth Avenue  
CITY Gustine Unified SD  
STATE CA  
ZIP 95322

NAME/ATTENTION Kim Medeiros  
SCHOOL/DISTRICT NAME Gustine Unified SD  
ADDRESS 1500 Merideth Avenue  
CITY Gustine  
STATE CA  
ZIP 95322

BILLING TELEPHONE 209-854-3784  
BILLING EMAIL [kmediros@gustineunified.org](mailto:kmediros@gustineunified.org)

SHIPPING TELEPHONE 209-854-3784  
SHIPPING EMAIL [kmediros@gustineunified.org](mailto:kmediros@gustineunified.org)

PAYMENT METHOD

OFFICE USE ONLY

PURCHASE ORDER NO Please select

SALES REP NAME

SPECIAL INSTRUCTIONS

WAREHOUSE  
INSTRUCTIONS  
(optional)

AUTHORISED SIGNATURE:

*Kim Medeiros*

DATE:

9/16/2020

Please return the completed form to [contact@twigeducation.com](mailto:contact@twigeducation.com) or send to your Sales Representative.

## Distance Learning Order Form

## Order Summary

## GRADE SUMMARY

GRADE TK

GRADE K

GRADE 1

GRADE 2

GRADE 3

GRADE 4

GRADE 5

GRADE 6

PRINTED TWIGBOOKS

CLASSROOM LIBRARIES

	DIGITAL STUDENT SUBSCRIPTIONS		TEACHER EDITIONS PRINT/DIGITAL		SCIENCE KITS		TOTAL
	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	
GRADE TK							\$0.00
GRADE K	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
GRADE 1	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
GRADE 2	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
GRADE 3	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
GRADE 4	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
GRADE 5	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
GRADE 6	140	\$3,494.40	0	\$0.00	0	\$0.00	\$3,494.40
PRINTED TWIGBOOKS							\$0.00
CLASSROOM LIBRARIES							\$0.00
	140	\$3,494.40	0	\$0.00	0	\$0.00	\$3,494.40

SUBTOTAL (including Shipping)

\$3,494.40

ADD LOCAL SALES TAX (%)

\$0.00

GRAND TOTAL (including Shipping)

\$3,494.40

The prices on this form were correct when form was created, but prices and expiration dates can change as per state guidelines and contracts.

DIGITAL ISBN					ISBN QTY INCLUDED	Purchase Quantities	N/C	Total Items	Additional Unit Price
DIGITAL STUDENT SUBSCRIPTIONS	978-1-83892-681-6	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$24.96 Per Student for 1-Year Digital Learning Subscription \$15 Savings per Student				140		140	\$ <del>39.96</del>
		1-Year, Grade 6, Twig Science, Student Digital Distance Learning Subscription	Student	1 Digital	\$ 24.96				
	978-1-83892-680-9	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$39.96 Per Student for 2-Year Digital Learning Subscription \$20 Savings per Student						0	\$ <del>59.96</del>
		2-Year, Grade 6, Twig Science, Student Digital Distance Learning Subscription	Student	1 Digital	\$ 39.96				
TEACHER EDITIONS PRINT/DIGITAL	978-1-78916-367-4	Printed Grade 6, Teacher Edition Bundle (Modules 1-4)			4 books	1		0	\$ 198.00
	978-1-78916-360-5	1-Year, Grade 6, Twig Science, Teacher Digital Subscription			1 Digital	1		0	\$ 1,275.00
	978-1-83892-109-5	2-Year, Grade 6, Twig Science, Teacher Digital Subscription			1 Digital	1		0	\$ 1,919.00
	978-1-78916-864-8	1-Year, Grade 6, Twig Science Tools, Teacher Digital Subscription			1 Digital	1		0	\$ 149.00
	978-1-78916-865-5	1-Year, Grade 6, Twig Science Reporter, Teacher Digital Subscription			1 Digital	1		0	\$ 99.00
SCIENCE KITS	Optional for Virtual Instruction							0	\$ 985.60
	978-1-78916-479-4	1-Year, Grade 6, Science Kit Bundle (Modules 1-4)			4 module kits			0	\$ 731.50
	978-1-78916-482-4	Grade 6, Science Essentials Kit 720062			1 Kit			0	\$ 236.50
	978-1-78916-483-1	Grade 6, Module 1, Science Kit 720054			1 Kit			0	\$ 275.00
	978-1-78916-484-8	Grade 6, Module 2, Science Kit 720056			1 Kit			0	\$ 108.90
	978-1-78916-485-5	Grade 6, Module 3, Science Kit 720058			1 Kit			0	\$ 365.20
	978-1-78916-486-2	Grade 6, Module 4, Science Kit 720060			1 Kit			0	\$ 167.20
	978-1-78916-487-9	Grade 6, Module 1, Science Kit Replenishment 720055			1 Kit			0	\$ 137.50
	978-1-78916-488-6	Grade 6, Module 2, Science Kit Replenishment 720057			1 Kit			0	\$ 77.00
	978-1-78916-489-3	Grade 6, Module 3, Science Kit Replenishment 720059			1 Kit			0	\$ 162.80
	978-1-78916-490-9	Grade 6, Module 4, Science Kit Replenishment 720061			1 Kit			0	
Total					0				

GRADE 6 SUBTOTAL

ISBN				Printed Student TwigBooks (Consumable)		Quantity	Unit Price
PRINT STUDENT TWIGBOOK (INDIVIDUAL)	GrKPrintOnlyTwigBook	1-Year, Grade K, Student TwigBook includes Modules 1-4 (Print Only)			Student	4 books x 1 year	\$ 29.99
	Gr1PrintOnlyTwigBook	1-Year, Grade 1, Student TwigBook includes Modules 1-4 (Print Only)			Student	4 books x 1 year	\$ 29.99
	Gr2PrintOnlyTwigBook	1-Year, Grade 2, Student TwigBook includes Modules 1-4 (Print Only)			Student	4 books x 1 year	\$ 29.99
	Gr3PrintOnlyTwigBook	1-Year, Grade 3, Student TwigBook includes Modules 1-4 (Print Only)			Student	4 books x 1 year	\$ 29.99
	Gr4PrintOnlyTwigBook	1-Year, Grade 4, Student TwigBook includes Modules 1-5 (Print Only)			Student	5 books x 1 year	\$ 29.99
	Gr5PrintOnlyTwigBook	1-Year, Grade 5, Student TwigBook includes Modules 1-4 (Print Only)			Student	4 books x 1 year	\$ 29.99
	Gr6PrintOnlyTwigBook	1-Year, Grade 6, Student TwigBook includes Modules 1-4 (Print Only)			Student	4 books x 1 year	\$ 29.99

Additional Unit Total	
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\$	3,494.40
\$	.

\$	.
\$	.
\$	.
\$	.
\$	.

\$	.
\$	.
\$	.
\$	.
\$	.
\$	.
\$	.
\$	.

\$	3,494
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\$	3,494
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Total Price	
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\$	.
\$	.
\$	.
\$	.
\$	.
\$	.
\$	.

**GUSTINE UNIFIED SCHOOL DISTRICT****Meeting of the Board of Trustees****MEETING DATE:**

September 23, 2020

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**AGENDA ITEM TITLE:** Purchase Twig Science Grades TK-5 for Distance Learning**AGENDA SECTION:** Action**PRESENTED BY:** Kim Medeiros, Curriculum & Instructional Coordinator**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Twig Science Grades TK-5 for Distance Learning Purchase.

**SUMMARY:**

Twig Science has developed a one year distance learning program to support the teaching and learning of the NGSS science standards. Twig Science features unique, on-demand Twig Coaches, who jump in and guide students through every lesson. When it's time for a hands-on investigation, students will engage in a new digital Twig Lab. This is a rigorous curriculum that supports your teachers, eases parents' burdens, and—most importantly—engages students.

The district is seeking to licenses for distance learning for all teachers and students in grades TK-5. This will support our students and provide additional learning opportunities through videos and digital labs to learn NGSS science standards. These licenses will be used during the 2020-2021 school year.

**FISCAL IMPACT:** \$20,885.63**BUDGET CATEGORY:** CARES Funds

GUSTINE UNIFIED SCHOOL DISTRICT  
1500 Meredith Ave.  
Gustine, CA 95322  
Phone: (209) 854-3784  
Fax: (209) 854-9164

Ship To: Kim Medeiros  
1500 Meredith Ave.  
Gustine

Department:  
District

Date:  
September 16, 2020

Ordered By:  
Kim Medeiros

Vendor Email (for email option only):  
contact@twigeducation.com

Purchase Order Instructions:

☐ Fax ☐ Return to site ☒ Email ☐ Other Kim Medeiros

BUDGET CLASSIFICATION:  
01-3210-0-4313.00-1110-1000-112-000-000

VENDOR NAME: Twig Education

ADDRESS: PO Box 606  
San Leandro, CA 94577-0060

PHONE: (888) 881-4977

FAX: \_\_\_\_\_

Qty.	Description	UNIT COST	TOTAL COST
1	TK Class set	\$499.00	\$499.00
120	Kindergarten Digital Licenses for distance learning	\$24.96	\$2,995.20
115	1st grade digital license for distance learning	\$24.96	\$2,870.40
127	2nd grade digital licenses for distance learning	\$24.96	\$3,169.92
128	3rd grade grade digital licenses for distance learning	\$24.96	\$3,194.88
136	4th grade grade digital licenses for distance learning	\$24.96	\$3,394.56
127	5th grade grade digital licenses for distance learning	\$24.96	\$3,169.92
	Tax		\$1,591.75
	Shipping		n/a
	Total		\$20,885.63

SCHOOL SITE GES/RES

JUSTIFICATION: NGSS Science Digital Licenses for Distance Learning for TK-5.

DISTRICT REQUISITION #: \_\_\_\_\_

APPROVAL:

DISTRICT PURCHASE ORDER #: \_\_\_\_\_



For LCAP Purchases ONLY (Required)

Goal # \_\_\_\_\_

Action # \_\_\_\_\_

Example (1,2, etc.)

Example (.01, .02, etc.)

"Purchase Order Instruction" box must be filled to avoid delay\*

Revised 07/05/2016

twig EDUCATION

TWIG EDUCATION INC.

PO Box 606, San Leandro, CA 94577-0060

Tel: (888) 881 4977 Email: [contact@twigeducation.com](mailto:contact@twigeducation.com)

EIN: 82-2738061

Twig Science - NGSS  
Grades K-6  
Copyright 2020

twig Science

ORDER FORM - 1 Year Twig Science Distance Learning

1. ORDER DETAILS

ORDER DATE 09/03/20

BUSINESS CONTACT

TECHNOLOGY CONTACT (Email)

TECHNOLOGY CONTACT (Phone)

BILLING DETAILS

SHIPPING DETAILS

FIRST NAME Kim  
LAST NAME Medeiros  
JOB TITLE Curriculum and Instruction Coordinator  
SCHOOL/DISTRICT NAME Gustine Unified SD  
ADDRESS 1500 Merideth Avenue  
CITY Gustine Unified SD  
STATE CA  
ZIP 95322

NAME/ATTENTION Kim Medeiros  
SCHOOL/DISTRICT NAME Gustine Unified SD  
ADDRESS 1500 Merideth Avenue  
CITY Gustine  
STATE CA  
ZIP 95322

BILLING TELEPHONE 209-854-3784

SHIPPING TELEPHONE 209-854-3784

BILLING EMAIL [kmediros@gustineusd.org](mailto:kmediros@gustineusd.org)

SHIPPING EMAIL [kmediros@gustineusd.org](mailto:kmediros@gustineusd.org)

PAYMENT METHOD

OFFICE USE ONLY

PURCHASE ORDER NO Please select...

SALES REP NAME

SPECIAL INSTRUCTIONS

WAREHOUSE  
INSTRUCTIONS  
(optional)

AUTHORISED SIGNATURE:

*Kim Medeiros*

DATE:

9/16/2020

Please return the completed form to [contact@twigeducation.com](mailto:contact@twigeducation.com) or send to your Sales Representative.

## Distance Learning Order Form

## Order Summary

## GRADE SUMMARY

GRADE TK

GRADE K

GRADE 1

GRADE 2

GRADE 3

GRADE 4

GRADE 5

GRADE 6

PRINTED TWIGBOOKS

CLASSROOM LIBRARIES

DIGITAL STUDENT SUBSCRIPTIONS		TEACHER EDITIONS PRINT/DIGITAL		SCIENCE KITS		TOTAL
QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	
						\$499.00
120	\$2,995.20	0	\$0.00	0	\$0.00	\$2,995.20
115	\$2,870.40	0	\$0.00	0	\$0.00	\$2,870.40
127	\$3,169.92	0	\$0.00	0	\$0.00	\$3,169.92
128	\$3,194.88	0	\$0.00	0	\$0.00	\$3,194.88
136	\$3,394.56	0	\$0.00	0	\$0.00	\$3,394.56
127	\$3,169.92	0	\$0.00	0	\$0.00	\$3,169.92
0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
						\$0.00
						\$0.00
753	\$18,794.88	0	\$0.00	0	\$0.00	\$19,293.88

SUBTOTAL (including Shipping)

\$19,293.88

ADD LOCAL SALES TAX (%)

\$0.00

GRAND TOTAL (including Shipping)

\$19,293.88

The prices on this form were correct when form was created, but prices and expiration dates can change as per state guidelines and contracts.



## DISTANCE LEARNING ORDER FORM

## 3. GRADE ORDER

## Kindergarten On-Demand Distance Learning

DIGITAL ISBN			ISBN QTY INCLUDED	Purchase Quantities	N/C	Total items	Additional Unit Price
DIGITAL STUDENT SUBSCRIPTIONS	978-1-83892-681-6	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$24.96 Per Student for 1-Year Digital Learning Subscription \$15 Savings per Student 1-Year, Grade Kindergarten, Twig Science, Student Digital Distance Learning Subscription Student 1 Digital		120		120	<del>\$ 30.96</del> \$ 24.96
	978-1-83892-680-9	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$39.96 Per Student for 2-Year Digital Learning Subscription \$20 Savings per Student 2-Year, Grade Kindergarten, Twig Science, Student Digital Distance Learning Subscription Student 1 Digital				0	<del>\$ 59.96</del> \$ 39.96
TEACHER EDITIONS PRINT/DIGITAL	978-1-78916-184-7	Printed Grade Kindergarten, Teacher Edition Bundle (Modules 1-4)	4 books	1		0	\$ 198.00
	978-1-78916-177-9	1-Year, Grade Kindergarten, Twig Science, Teacher Digital Subscription	1 Digital	1		0	\$ 1,063.00
	978-1-83892-036-4	2-Year, Grade Kindergarten, Twig Science, Teacher Digital Subscription	1 Digital	1		0	\$ 1,599.00
	978-1-78916-840-2	1-Year, Grade Kindergarten, Twig Science Tools, Teacher Digital Subscription	1 Digital	1		0	\$ 149.00
	978-1-78916-841-9	1-Year, Grade Kindergarten, Twig Science Reporter, Teacher Digital Subscription	1 Digital	1		0	\$ 99.00
Optional for Virtual Instruction							
SCIENCE KITS	978-1-78916-402-2	1-Year, Grade Kindergarten, Science Kit Bundle (Modules 1-4)	4 module kits			0	\$ 343.40
	978-1-78916-405-3	Grade Kindergarten, Module 1, Science Kit 720020	1 Kit			0	\$ 59.40
	978-1-78916-406-0	Grade Kindergarten, Module 2, Science Kit 720022	1 Kit			0	\$ 195.80
	978-1-78916-407-7	Grade Kindergarten, Module 3, Science Kit 720024	1 Kit			0	\$ 49.50
	978-1-78916-408-4	Grade Kindergarten, Module 4, Science Kit 720026	1 Kit			0	\$ 40.70
	978-1-78916-409-1	Grade Kindergarten, Module 1, Science Kit Replenishment 720021	1 Kit			0	\$ 38.50
	978-1-78916-410-7	Grade Kindergarten, Module 2, Science Kit Replenishment 720023	1 Kit			0	\$ 33.00
	978-1-78916-411-4	Grade Kindergarten, Module 3, Science Kit Replenishment 720025	1 Kit			0	\$ 35.50
	978-1-78916-412-1	Grade Kindergarten, Module 4, Science Kit Replenishment 720027	1 Kit			0	\$ 22.00
Total				120			

KINDERGARTEN SUBTOTAL

DIGITAL ISBN				ISBN QTY INCLUDED	Purchase Quantities	N/C	Total Items	Additional Unit Price
DIGITAL STUDENT SUBSCRIPTIONS	978-1-83892-681-6	Purchase by 6/30/2020 to receive one-time Distance Learning Spedal Pricing of \$24.96 Per Student for 1-Year Digital Learning Subscription \$15 Savings per Student			115		115	<del>\$ 29.96</del> \$ 24.96
		1-Year, Grade 1, Twig Science, Student Digital Distance Learning Subscription	Student 1 Digital					
	978-1-83892-680-9	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$39.96 Per Student for 2-Year Digital Learning Subscription \$20 Savings per Student					0	<del>\$ 59.96</del> \$ 39.96
		2-Year, Grade 1, Twig Science, Student Digital Distance Learning Subscription	Student 1 Digital					
TEACHER EDITIONS PRINT/DIGITAL	978-1-78916-214-1	Printed Grade 1, Teacher Edition Bundle (Modules 1-4)		4 books	1		0	\$ 198.00
	978-1-78916-207-3	1-Year, Grade 1, Twig Science, Teacher Digital Subscription		1 Digital	1		0	\$ 1,063.00
	978-1-83892-048-7	2-Year, Grade 1, Twig Science, Teacher Digital Subscription		1 Digital	1		0	\$ 1,599.00
	978-1-78916-844-0	1-Year, Grade 1, Twig Science Tools, Teacher Digital Subscription		1 Digital	1		0	\$ 149.00
	978-1-78916-845-7	1-Year, Grade 1, Twig Science Reporter, Teacher Digital Subscription		1 Digital	1		0	\$ 99.00
Optional for Virtual Instruction								
SCIENCE KITS	978-1-78916-414-5	1-Year, Grade 1, Science Kit Bundle (Modules 1-4)		4 module kits			0	\$ 664.40
	978-1-78916-417-6	Grade 1, Module 1, Science Kit 720012		1 Kit			0	\$ 277.20
	978-1-78916-418-3	Grade 1, Module 2, Science Kit 720014		1 Kit			0	\$ 66.00
	978-1-78916-419-0	Grade 1, Module 3, Science Kit 720016		1 Kit			0	\$ 218.90
	978-1-78916-420-6	Grade 1, Module 4, Science Kit 720018		1 Kit			0	\$ 102.30
	978-1-78916-421-3	Grade 1, Module 1, Science Kit Replenishment 720013		1 Kit			0	\$ 229.90
	978-1-78916-422-0	Grade 1, Module 2, Science Kit Replenishment 720015		1 Kit			0	\$ 16.78
	978-1-78916-423-7	Grade 1, Module 3, Science Kit Replenishment 720017		1 Kit			0	\$ 127.60
	978-1-78916-424-4	Grade 1, Module 4, Science Kit Replenishment 720019		1 Kit			0	\$ 30.80
Total							115	

GRADE 1 SUBTOTAL

DIGITAL ISBN			ISBN QTY INCLUDED	Purchase Quantities	N/C	Total items	Additional Unit Price
DIGITAL STUDENT SUBSCRIPTIONS	978-1-83892-681-6	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$24.96 Per Student for 1-Year Digital Learning Subscription \$15 Savings per Student		127			\$ <del>39.96</del>
		1-Year, Grade 2, Twig Science, Student Digital Distance Learning Subscription	Student			1 Digital	127
	978-1-83892-680-9	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$39.96 Per Student for 2-Year Digital Learning Subscription \$20 Savings per Student					\$ <del>59.96</del>
		2-Year, Grade 2, Twig Science, Student Digital Distance Learning Subscription	Student			1 Digital	0
TEACHER EDITIONS PRINT/DIGITAL	978-1-78916-244-8	Printed Grade 2, Teacher Edition Bundle (Modules 1-4)	4 books	1		0	\$ 198.00
	978-1-78916-237-0	1-Year, Grade 2, Twig Science, Teacher Digital Subscription	1 Digital	1		0	\$ 1,063.00
	978-1-83892-060-9	2-Year, Grade 2, Twig Science, Teacher Digital Subscription	1 Digital	1		0	\$ 1,599.00
	978-1-78916-848-8	1-Year, Grade 2, Twig Science Tools, Teacher Digital Subscription	1 Digital	1		0	\$ 149.00
	978-1-78916-849-5	1-Year, Grade 2, Twig Science Reporter, Teacher Digital Subscription	1 Digital	1		0	\$ 99.00
	Optional for Virtual Instruction		4 module kits			0	\$ 937.20
SCIENCE KITS	978-1-78916-426-8	1-Year, Grade 2, Science Kit Bundle (Modules 1-4)	1 Kit			0	\$ 247.00
	978-1-78916-429-9	Grade 2, Module 1, Science Kit 720037	1 Kit			0	\$ 308.00
	978-1-78916-430-5	Grade 2, Module 2, Science Kit 720039	1 Kit			0	\$ 214.50
	978-1-78916-431-2	Grade 2, Module 3, Science Kit 720041	1 Kit			0	\$ 172.70
	978-1-78916-432-9	Grade 2, Module 4, Science Kit 720043	1 Kit			0	\$ 147.40
	978-1-78916-433-6	Grade 2, Module 1, Science Kit Replenishment 720038	1 Kit			0	\$ 90.20
	978-1-78916-434-3	Grade 2, Module 2, Science Kit Replenishment 720040	1 Kit			0	\$ 60.50
	978-1-78916-435-0	Grade 2, Module 3, Science Kit Replenishment 720042	1 Kit			0	\$ 119.90
	978-1-78916-436-7	Grade 2, Module 4, Science Kit Replenishment 720044	1 Kit			0	
	Total					0	
GRADE 2 SUBTOTAL							

DIGITAL ISBN			ISBN QTY INCLUDED	Purchase Quantities	N/C	Total Items	Additional Unit Price
DIGITAL STUDENT SUBSCRIPTIONS	978-1-83892-681-6	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$24.96 Per Student for 1-Year Digital Learning Subscription \$15 Savings per Student 1-Year, Grade 3, Twig Science, Student Digital Distance Learning Subscription	Student 1 Digital	128		128	<del>\$ 29.96</del> \$ 24.96
	978-1-83892-680-9	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$39.96 Per Student for 2-Year Digital Learning Subscription \$20 Savings per Student 2-Year, Grade 3, Twig Science, Student Digital Distance Learning Subscription	Student 1 Digital			0	<del>\$ 59.96</del> \$ 39.96
TEACHER EDITIONS PRINT/DIGITAL	978-1-78916-274-5	Printed Grade 3, Teacher Edition Bundle (Modules 1-4)	4 books	1		0	\$ 198.00
	978-1-78916-267-7	1-Year, Grade 3, Twig Science, Teacher Digital Subscription	1 Digital	1		0	\$ 1,275.00
	978-1-83892-072-2	2-Year, Grade 3, Twig Science, Teacher Digital Subscription	1 Digital	1		0	\$ 1,919.00
	978-1-78916-852-5	1-Year, Grade 3, Twig Science Tools, Teacher Digital Subscription	1 Digital	1		0	\$ 149.00
	978-1-78916-853-2	1-Year, Grade 3, Twig Science Reporter, Teacher Digital Subscription	1 Digital	1		0	\$ 99.00
Optional for Virtual Instruction							
SCIENCE KITS	978-1-78916-438-1	1-Year, Grade 3, Science Kit Bundle (Modules 1-4)	4 module kits			0	\$ 779.63
	978-1-78916-441-1	Grade 3, Science Essentials Kit 720053	1 Kit			0	<del>\$ 360.00</del>
	978-1-78916-442-8	Grade 3, Module 1, Science Kit 720045	1 Kit			0	\$ 313.50
	978-1-78916-443-5	Grade 3, Module 2, Science Kit 720047	1 Kit			0	\$ 352.00
	978-1-78916-444-2	Grade 3, Module 3, Science Kit 720049	1 Kit			0	\$ 97.90
	978-1-78916-445-9	Grade 3, Module 4, Science Kit 720051	1 Kit			0	<del>\$ 16.23</del>
	978-1-78916-446-6	Grade 3, Module 1, Science Kit Replenishment 720046	1 Kit			0	\$ 41.80
	978-1-78916-447-3	Grade 3, Module 2, Science Kit Replenishment 720048	1 Kit			0	\$ 297.00
	978-1-78916-448-0	Grade 3, Module 3, Science Kit Replenishment 720050	1 Kit			0	\$ 75.90
	978-1-78916-449-7	Grade 3, Module 4, Science Kit Replenishment 720052	1 Kit			0	\$
Total				0			

GRADE 3 SUBTOTAL

DIGITAL ISBN						ISBN QTY INCLUDED	Purchase Quantities	N/C	Total items	Additional Unit Price
DIGITAL STUDENT SUBSCRIPTIONS	978-1-83892-681-6	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$24.96 Per Student for 1-Year Digital Learning Subscription \$15 Savings per Student					136		136	<del>\$ 39.96</del>
		1-Year, Grade 4, Twig Science, Student Digital Distance Learning Subscription	Student	1 Digital		\$ 24.96				
	978-1-83892-680-9	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$39.96 Per Student for 2-Year Digital Learning Subscription \$20 Savings per Student							0	<del>\$ 59.96</del>
		2-Year, Grade 4, Twig Science, Student Digital Distance Learning Subscription	Student	1 Digital		\$ 39.96				
TEACHER EDITIONS PRINT/DIGITAL	978-1-78916-304-9	Printed Grade 4, Teacher Edition Bundle (Modules 1-5)			5 books	1			0	\$ 247.00
	978-1-78916-297-4	1-Year, Grade 4, Twig Science, Teacher Digital Subscription			1 Digital	1			0	\$ 1,275.00
	978-1-83892-084-5	2-Year, Grade 4, Twig Science, Teacher Digital Subscription			1 Digital	1			0	\$ 1,919.00
	978-1-78916-856-3	1-Year, Grade 4, Twig Science Tools, Teacher Digital Subscription			1 Digital	1			0	\$ 149.00
	978-1-78916-857-0	1-Year, Grade 4, Twig Science Reporter, Teacher Digital Subscription			1 Digital	1			0	\$ 99.00
					Optional for Virtual Instruction					
SCIENCE KITS	978-1-78916-451-0	1-Year, Grade 4, Science Kit Bundle (Modules 1-5)			5 module kits				0	\$ 1,134.10
	978-1-78916-454-1	Grade 4, Science Essentials Kit 720011			1 Kit				0	\$ 407.00
	978-1-78916-455-8	Grade 4, Module 1, Science Kit 720103			1 Kit				0	\$ 171.60
	978-1-78916-456-5	Grade 4, Module 2, Science Kit 720105			1 Kit				0	\$ 97.90
	978-1-78916-457-2	Grade 4, Module 3, Science Kit 720107			1 Kit				0	\$ 298.10
	978-1-78916-458-9	Grade 4, Module 4, Science Kit 720101			1 Kit				0	\$ 176.00
	978-1-78916-459-6	Grade 4, Module 5, Science Kit 720109			1 Kit				0	\$ 390.50
	978-1-78916-460-2	Grade 4, Module 1, Science Kit Replenishment 720104			1 Kit				0	\$ 69.30
	978-1-78916-461-9	Grade 4, Module 2, Science Kit Replenishment 720106			1 Kit				0	\$ 71.50
	978-1-78916-462-6	Grade 4, Module 3, Science Kit Replenishment 720108			1 Kit				0	\$ 250.80
	978-1-78916-463-3	Grade 4, Module 4, Science Kit Replenishment 720102			1 Kit				0	\$ 143.00
	978-1-78916-464-0	Grade 4, Module 5, Science Kit Replenishment 7201010			1 Kit				0	\$ 154.00
	Total									0

GRADE 4 SUBTOTAL

DIGITAL ISBN			ISBN QTY INCLUDED	Purchase Quantities	N/C	Total items	Additional Unit Price
DIGITAL STUDENT SUBSCRIPTIONS	978-1-83892-681-6	<b>Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$24.96 Per Student for 1-Year Digital Learning Subscription \$15 Savings per Student</b>		127		127	<del>\$ 29.96</del>
		1-Year, Grade 5, Twig Science, Student Digital Distance Learning Subscription	Student 1 Digital				\$ 24.96
	978-1-83892-680-9	<b>Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$39.96 Per Student for 2-Year Digital Learning Subscription \$20 Savings per Student</b>				0	<del>\$ 59.96</del>
		2-Year, Grade 5, Twig Science, Student Digital Distance Learning Subscription	Student 1 Digital				\$ 39.96
TEACHER EDITIONS PRINT/DIGITAL	978-1-78916-338-4	Printed Grade 5, Teacher Edition Bundle (Modules 1-4)	4 books	1		0	\$ 198.00
	978-1-78916-331-5	1-Year, Grade 5, Twig Science, Teacher Digital Subscription	1 Digital	1		0	\$ 1,275.00
	978-1-83892-097-5	2-Year, Grade 5, Twig Science, Teacher Digital Subscription	1 Digital	1		0	\$ 1,919.00
	978-1-78916-860-0	1-Year, Grade 5, Twig Science Tools, Teacher Digital Subscription	1 Digital	1		0	\$ 149.00
	978-1-78916-861-7	1-Year, Grade 5, Twig Science Reporter, Teacher Digital Subscription	1 Digital	1		0	\$ 99.00
SCIENCE KITS	<b>Optional for Virtual Instruction</b>					0	\$ 839.30
	978-1-78916-466-4	1-Year, Grade 5, Science Kit Bundle (Modules 1-4)	4 module kits			0	\$ 924.00
	978-1-78916-469-5	Grade 5, Science Essentials Kit 720036	1 Kit			0	\$ 451.00
	978-1-78916-470-1	Grade 5, Module 1, Science Kit 720028	1 Kit			0	\$ 104.50
	978-1-78916-471-8	Grade 5, Module 2, Science Kit 720030	1 Kit			0	\$ 187.00
	978-1-78916-472-5	Grade 5, Module 3, Science Kit 720032	1 Kit			0	\$ 96.80
	978-1-78916-473-2	Grade 5, Module 4, Science Kit 720034	1 Kit			0	\$ 247.50
	978-1-78916-474-9	Grade 5, Module 1, Science Kit Replenishment 720029	1 Kit			0	\$ 66.00
	978-1-78916-475-6	Grade 5, Module 2, Science Kit Replenishment 720031	1 Kit			0	\$ 107.80
	978-1-78916-476-3	Grade 5, Module 3, Science Kit Replenishment 720033	1 Kit			0	\$ 33.00
	978-1-78916-477-0	Grade 5, Module 4, Science Kit Replenishment 720035	1 Kit				
<b>Total</b>						0	

GRADE 5 SUBTOTAL

DIGITAL ISBN						ISBN QTY INCLUDED	Purchase Quantities	N/C	Total Items	Additional Unit Price
DIGITAL STUDENT SUBSCRIPTIONS	978-1-83892-681-6	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$24.96 Per Student for 1-Year Digital Learning Subscription \$15 Savings per Student							0	<del>\$ 39.96</del>
		1-Year, Grade 6, Twig Science, Student Digital Distance Learning Subscription	Student	1 Digital					\$ 24.96	
	978-1-83892-680-9	Purchase by 6/30/2020 to receive one-time Distance Learning Special Pricing of \$39.96 Per Student for 2-Year Digital Learning Subscription \$20 Savings per Student							0	<del>\$ 59.96</del>
		2-Year, Grade 6, Twig Science, Student Digital Distance Learning Subscription	Student	1 Digital					\$ 39.96	
TEACHER EDITIONS PRINT/DIGITAL	978-1-78916-367-4	Printed Grade 6, Teacher Edition Bundle (Modules 1-4)			4 books	1			0	\$ 198.00
	978-1-78916-360-5	1-Year, Grade 6, Twig Science, Teacher Digital Subscription			1 Digital	1			0	\$ 1,275.00
	978-1-83892-109-5	2-Year, Grade 6, Twig Science, Teacher Digital Subscription			1 Digital	1			0	\$ 1,919.00
	978-1-78916-864-8	1-Year, Grade 6, Twig Science Tools, Teacher Digital Subscription			1 Digital	1			0	\$ 149.00
	978-1-78916-865-5	1-Year, Grade 6, Twig Science Reporter, Teacher Digital Subscription			1 Digital	1			0	\$ 99.00
Optional for Virtual Instruction										
SCIENCE KITS	978-1-78916-479-4	1-Year, Grade 6, Science Kit Bundle (Modules 1-4)			4 module kits				0	\$ 985.60
	978-1-78916-482-1	Grade 6, Science Essentials Kit 720062			1 Kit				0	\$ 731.50
	978-1-78916-483-1	Grade 6, Module 1, Science Kit 720054			1 Kit				0	\$ 236.50
	978-1-78916-484-8	Grade 6, Module 2, Science Kit 720056			1 Kit				0	\$ 275.00
	978-1-78916-485-5	Grade 6, Module 3, Science Kit 720058			1 Kit				0	\$ 108.90
	978-1-78916-486-2	Grade 6, Module 4, Science Kit 720060			1 Kit				0	\$ 365.20
	978-1-78916-487-9	Grade 6, Module 1, Science Kit Replenishment 720055			1 Kit				0	\$ 167.20
	978-1-78916-488-6	Grade 6, Module 2, Science Kit Replenishment 720057			1 Kit				0	\$ 137.50
	978-1-78916-489-3	Grade 6, Module 3, Science Kit Replenishment 720059			1 Kit				0	\$ 77.00
	978-1-78916-490-9	Grade 6, Module 4, Science Kit Replenishment 720061			1 Kit				0	\$ 162.80
	Total									0

GRADE 6 SUBTOTAL

Printed Student TwigBooks (Consumable)						Quantity	Unit Price
PRINT STUDENT TWIGBOOK (INDIVIDUAL)	ISBN						
	GrKPrintOnlyTwigBook	1-Year, Grade K, Student TwigBook includes Modules 1-4 (Print Only)	Student	4 books x 1 year		\$ 29.99	
	Gr1PrintOnlyTwigBook	1-Year, Grade 1, Student TwigBook includes Modules 1-4 (Print Only)	Student	4 books x 1 year		\$ 29.99	
	Gr2PrintOnlyTwigBook	1-Year, Grade 2, Student TwigBook includes Modules 1-4 (Print Only)	Student	4 books x 1 year		\$ 29.99	
	Gr3PrintOnlyTwigBook	1-Year, Grade 3, Student TwigBook includes Modules 1-4 (Print Only)	Student	4 books x 1 year		\$ 29.99	
	Gr4PrintOnlyTwigBook	1-Year, Grade 4, Student TwigBook includes Modules 1-5 (Print Only)	Student	5 books x 1 year		\$ 29.99	
	Gr5PrintOnlyTwigBook	1-Year, Grade 5, Student TwigBook includes Modules 1-4 (Print Only)	Student	4 books x 1 year		\$ 29.99	
	Gr6PrintOnlyTwigBook	1-Year, Grade 6, Student TwigBook includes Modules 1-4 (Print Only)	Student	4 books x 1 year		\$ 29.99	

ISBN						Printed Student TwigBooks Bundle (Consumable)	Quantity	Unit Price
PRINT STUDENT TWIGBOOK (CLASS)	GrKPrintOnlyTwigBooksBundle	1-Year, Grade K, Student TwigBook	includes Modules 1-4 (Print Only) - 25 copies	Student	100 books x 1 year			\$ 539.99
	Gr1PrintOnlyTwigBooksBundle	1-Year, Grade 1, Student TwigBook	includes Modules 1-4 (Print Only) - 25 copies	Student	100 books x 1 year			\$ 539.99
	Gr2PrintOnlyTwigBooksBundle	1-Year, Grade 2, Student TwigBook	includes Modules 1-4 (Print Only) - 25 copies	Student	100 books x 1 year			\$ 539.99
	Gr3PrintOnlyTwigBooksBundle	1-Year, Grade 3, Student TwigBook	includes Modules 1-4 (Print Only) - 30 copies	Student	120 books x 1 year			\$ 649.99
	Gr4PrintOnlyTwigBooksBundle	1-Year, Grade 4, Student TwigBook	includes Modules 1-5 (Print Only) - 30 copies	Student	150 books x 1 year			\$ 749.99
	Gr5PrintOnlyTwigBooksBundle	1-Year, Grade 5, Student TwigBook	includes Modules 1-4 (Print Only) - 30 copies	Student	120 books x 1 year			\$ 649.99
	Gr6PrintOnlyTwigBooksBundle	1-Year, Grade 6, Student TwigBook	includes Modules 1-4 (Print Only) - 30 copies	Student	120 books x 1 year			\$ 649.99
ISBN						Classroom Libraries: Leveled Readers	Quantity	Unit Price
CLASSROOM LIBRARIES	978-1-78916-715-3	Grade K - Classroom Library/Leveled Reader Full Grade Pack, 4 Modules x 4 Levels (7 copies per level)			112 books			\$ 999.99
	978-1-78916-716-0	Grade 1 - Classroom Library/Leveled Reader Full Grade Pack, 4 Modules x 4 Levels (7 copies per level)			112 books			\$ 999.99
	978-1-78916-717-7	Grade 2 - Classroom Library/Leveled Reader Full Grade Pack, 4 Modules x 4 Levels (7 copies per level)			112 books			\$ 999.99
	978-1-78916-718-4	Grade 3 - Classroom Library/Leveled Reader Full Grade Pack, 4 Modules x 4 Levels (7 copies per level)			112 books			\$ 999.99
	978-1-78916-719-1	Grade 4 - Classroom Library/Leveled Reader Full Grade Pack, 4 Modules x 4 Levels (7 copies per level)			140 books			\$ 1,199.99
	978-1-78916-720-7	Grade 5 - Classroom Library/Leveled Reader Full Grade Pack, 4 Modules x 4 Levels (7 copies per level)			112 books			\$ 999.99
	978-1-78916-721-4	Grade 6 - Classroom Library/Leveled Reader Full Grade Pack, 4 Modules x 4 Levels (7 copies per level)			112 books			\$ 999.99
ISBN						Transitional Kindergarten	Quantity	Unit Price
TK	978-1-78916-868-6	Twig Science TK Bundle (1-year Subscription to Digital Platform includes multi-modal early learning investigations, rich film media narrated and captioned, interactives, teacher resources and presenter view, science video songs, and 1 Printed Teacher Edition)			1 Book and 1 Digital license		1	\$ 499.00

ADDITIONAL ITEMS SUBTOTAL





[illegible]

[illegible]



[illegible]

Additional Unit Total	
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\$	3,169.92
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Total Price	
\$	24
\$	16
\$	27
\$	24
\$	19
\$	19
\$	19

Total Price	
\$	4
\$	2
\$	4
\$	4
\$	2
\$	4
\$	4

Total Price	
\$	499.00

\$	499
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# **GUSTINE UNIFIED SCHOOL DISTRICT**

**Meeting of the Board of Trustees**

**MEETING DATE:**

September 23, 2020

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**AGENDA ITEM TITLE:** Purchase Illuminate Data and Assessment Management System

**AGENDA SECTION:** Action

**PRESENTED BY:** Kim Medeiros, Curriculum & Instructional Coordinator

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Illuminate Data and Assessment Management System Purchase.

**SUMMARY:**

Purchase Illuminate Data and Assessment Management System for the district to support data disaggregation for analyzing data. Included in this quote is training to use the system and to train other teachers. Data teams will have the ability to run reports around demographics, gender, and student groups. This will support the WASC accreditation and support student achievement. Once teachers have the ability to identify areas of improvement, they can make instructional shifts, which will allow all students to improve and reach benchmark expectations.

**FISCAL IMPACT:** \$15,225.84

**BUDGET CATEGORY:** CARES Act

Ship To: Kim Medeiros  
1500 Meredith Ave.  
Gustine

**Date:**  
September 16, 2020

**Vendor Email (for email option only):**  
invoices@illuminateed.com

☐ Fax   ☐ Return to site ☒ Email   ☐ Other Kim Medeiros

01-3210-0-4313.00-1110-1000-112-000-000

ADDRESS: 6531 Irvine Center Drive, Suite 100  
Irvine, CA 92618

**FAX:** (909)266-1935

SCHOOL SITE District

JUSTIFICATION: Digital Licenses to improve data and assessment during distance learning.

DISTRICT REQUISITION #: \_\_\_\_\_ APPROVAL: \_\_\_\_\_

DISTRICT PURCHASE ORDER #: \_\_\_\_\_

For LCAP Purchases ONLY (Required)	Goal # _____ Example (1,2, etc.)	Action # _____ Example (.01, .02, etc.)
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Received 07/05/2016



# Client Order

Q-105880

6531 Irvine Center Drive Suite 100  
Irvine, California 92618  
(949) 656-3133  
<https://www.illuminateeducation.com/>

Prepared Date: 9/16/2020  
Valid Through: 9/30/2020

Prepared By: Alina Gonzalez

Start Date: 7/1/2020  
End Date: 6/30/2021  
Quote Term: 12

Customer: Gustine Unified School District  
Address: 2806 Grove Ave,  
Gustine, California 95322

Contact: Kim Medeiros  
Phone: 209.854.6496

## Year 1

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,846	DnA Licenses	Additional Licenses - Illuminate Data and Assessment™	\$4.64	\$8,565.44
1,846	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
1	Train-the-Trainer, DnA (Virtual)	Comprehensive DnA training for capacity building. Up to participants up to 20 participants per cohort.	\$0.00	\$3,500.00
1	»» Virtual Initial Intensive Training, DnA	Virtual DnA training for Train-the-Trainer cohort. Facilitated by an Illuminate Instructor across four 3-hour sessions.	included	
1	»» Knowledge Transfer Workshop, DnA	Virtual DnA training session facilitated by an Illuminate Instructor in a half-day session for Train-the-Trainer cohort. Typically held two to three months after Initial Intensive Training.	included	
1	»» Training Materials, DnA	Professionally-created DnA training digital material set for client use in internal training.	included	
1	Virtual Consultations, DnA	Three one-hour virtual training sessions for DnA.	\$500.00	\$500.00
20	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$1,500.00
Year 1 Subtotal:				\$14,065.44
Year 1 Grand Total:				\$14,065.44

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net  
or  
6531 Irvine Center Drive #100  
Irvine, CA 92618



## Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, cSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

### Definitions.

(a). "**Client Order**" means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client's purchase order as specified herein.

(b). "**Documentation**" means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). "**Licensed Product(s)**" means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). "**Services**" means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). "**Software**" means the Illuminate software programs described in the applicable Client Order.

(f). "**Subscription Period**" means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 ("Termination").

(g). "**Third Party Software**" means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

**1. Subscribing to the Service(s).** Client will subscribe to the Licensed Product(s) and/or Services by: (i) providing a purchase order displaying the unique identifier contained within the Client Order attached hereto; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Product(s) and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms

included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

### 2. License.

(a). "**License Grant.**" Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate's Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). "**User IDs.**" Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s)

and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

**3. Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature; (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the

exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

**5. Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

**6. Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

**7. Professional Services.** In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

## **8. Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are

beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or (ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

## **9. Fees and Payment.**

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate

reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

#### 10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is

necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only Select Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share deidentified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

#### 11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out

its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**12. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

**ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

**14. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that

Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("Confidential Information"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("Reservation of Rights"), Section 10 ("Confidential Information"), Section 11 ("Disclaimers"), Section 12 ("Limitation of Liabilities"), Section 14(c) ("Survival"), and Section 15 ("General Provisions"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

**15. General Provisions.**

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals, to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all



expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are

incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# GUSTINE UNIFIED SCHOOL DISTRICT

## Meeting of the Board of Trustees

**MEETING DATE:**

September 23, 2020

**AGENDA ITEM TITLE:** Declare Outdated Textbooks, Materials, Desks

**AGENDA SECTION:** Action

**PRESENTED BY:** Dr. Bryan Ballenger, Superintendent

### RECOMMENDATIONS:

It is recommended the Board of Trustees Declare Outdated Textbooks, Material, Desks as Surplus.

### SUMMARY:

The district has many obsolete materials stored at the old middle school. These items are from various previous adoptions in mathematics, English Language Arts, and other books. There are also classrooms filled with old desks, chairs, and other equipment. Many Gustine USD students are trying to designate areas in their homes and lack supplies, such as desks. The request is to donate the items to current students who need desks and supplies for distance learning. Any materials left over will be donated or disposed of if they are unfit for donation.

Board Policy BP 3260 states: The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

Instructional materials shall be considered obsolete or unusable by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district.

Surplus Materials					
Grade	Title	ISBN #	Total Number	Value/item	Total value
K-5	Eureka Math Printed Materials	N/A	4,200	\$0.10	\$420
K-5	Houghton Mifflin ELA	Various	2,500	\$0.20	\$500
K-12	Miscellaneous Books	Various	1,000	\$0.10	\$100
6-12	Algebra Workbooks	Various	500	\$0.25	\$125
1-12	Outdated/mismatched desks & Equipment	Various	100+	\$10.00	\$1,000
K-12	Various obsolete items in 3 classrooms	N/A	1,000	\$0.25	\$250
				Total	\$2,395

**FISCAL IMPACT:** \$0

**BUDGET CATEGORY:** n/a