

PURCHASE ORDER**I. MATERIALS**

- (1) The Materials to be provided ("Materials") by McGRAW HILL EDUCATION ("Vendor") consist of: McGRAW HILL EDUCATION ZOOLOGY AND PLANT BIOLOGY 7-YEAR IMPLEMENTATION PACKAGE - GRADES 9-12 STANDARD STUDENT BUNDLES AND DIGITAL SUBSCRIPTION.
- (2) The Materials provided pursuant to this Purchase Order ("PO") shall be approved, permitted and inspected according to [i.e. California Department of Education] standard practices.

II. COMPENSATION FOR MATERIALS

- (1) Vendor's total compensation for Materials provided under this PO ("Contract Price") is THIRTY ONE THOUSAND THREE HUNDRED SEVENTY NINE HUNDRED DOLLARS AND SEVENTY NINE CENTS (\$31,379.79) (total amount is estimated until actual freight is charged to order), ~~to be paid as progress payments.~~

**III. SCHEDULE FOR PROVISION OF MATERIALS**

- (1) Vendor shall provide the initial materials for Year 1 of Implementation, partially by June 30, 2019 and the remaining materials for Year 1 by July 15, 2019. Subsequent schedule for provisions of materials for the remaining implementation years will be coordinated by Vendor and District prior to start of each school year.

IV. TERMS AND CONDITIONS

- (1) Vendor shall provide the Materials in accordance with the terms and conditions of this PO, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- (2) PO number must appear on all invoices and correspondence. Send invoices in duplicate to PLEASANTON UNIFIED SCHOOL DISTRICT, 4665 BERNAL AVENUE PLEASANTON, CALIFORNIA 94566, ATTN: ACCOUNTS PAYABLE, immediately upon performance.
- (3) Changes made to printed Terms and Conditions on this PO are null and void unless approved in writing by the District PURCHASING DEPARTMENT.
- (4) Vendor must comply with Appendix A.
- (5) Vendor has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Sections 15 and 25 relating to indemnification and limitation of District's liability.

McGRAW-HILL SCHOOL EDUCATION, LLC
Vendor

 4/30/2019
Signature Date

Brian Joniak, Sr. Director Finance/Controller
Print Name & Title

PLEASANTON UNIFIED SCHOOL DISTRICT
District

Signature Date

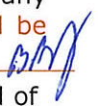
David Haglund, Ed.D. Superintendent
Print Name & Title

GENERAL TERMS AND CONDITIONS


1. DEFINITIONS: "District": Pleasanton Unified School District. "Vendor": Entity providing Materials pursuant to this PO. "Materials": All materials, equipment, and supplies that the Vendor must provide pursuant to this PO. "Parties": District and Vendor. "PO" or "Contract": Includes these General Conditions.

2. PO FORCE AND EFFECT: District is not responsible for materials provided without the authority of an order on this form. This PO shall supersede and control over all inconsistent provisions in any proposal. The provisions of this PO (which may include attachments) constitute the entire agreement between Vendor and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this PO shall, whether oral or written, be a part of this agreement. No modification of this PO shall be effective unless it is in writing. This PO shall supersede all other prior purchase orders and agreements between Vendor and District with respect to the work and services described herein. This PO may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Vendor. The headings in this PO are for convenience only and do not affect the construction of this PO.

3. FIRM PRICE: Prices/quotations set forth in Vendor's proposals must be firm and shall be in effect for a period of not less than 45 days.

4. CONTRACT PRICE: ~~The Contract Price must include all taxes, surcharges and shipping.~~ Vendor must notify the District Purchasing Department prior to delivery of any difference from the Vendor's proposal. Vendor's failure to notify the District of an increase in price shall constitute a waiver to any price adjustment and no change to the Contract Price shall be made. Shipping and Handling will be calculated based on the size, weight, and requested ship-method and added to your order. 

5. MATERIALS: Unless otherwise specified, all Materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

6. WARRANTY/QUALITY: Unless specified otherwise, Vendor, manufacturer, or their assigned agents shall guarantee Materials against defects or failures for a minimum of one (1) year from final payment. All Materials must comply with California energy, conservation, environmental, and educational standards. McGraw-Hill School Education, LLC ("MHE") does not warrant the completeness, adequacy, accuracy, or usefulness of the solution any other materials or solution provided hereunder (collectively, the "materials"). The materials are provided on an "as is" and "as available" basis with all defects (with the exception of manufacturing defects of printed materials noted below). MHE expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any implied warranties of merchantability, fitness for a particular purpose and non-infringement, error-free or uninterrupted operation and any warranties arising from a course of dealing or usage of trade. Without limiting the foregoing, MHE makes no warranty that (i) the materials will meet the requirements of subscriber, (ii) the solution will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the materials will be accurate or reliable, or (iv) any errors in the materials will be corrected. No oral or written information or communications given by MHE, its employees, or agents will increase the scope of the above warranty or create any new or additional warranties. To the extent that MHE may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law. All print materials published by McGraw-Hill School Education, LLC conform to N.A.S.T.A./M.S.S.T. manufacturing specifications. Our textbooks have reinforced bindings, and we guarantee our products from manufacturing defects 100% within the first 2 years of purchase. After inspecting product samples, should McGraw-Hill School Education determine any binding to be defective or unusable due to a manufacturing error within two years of purchase, we will replace it with a totally new textbook at our expense. After two years, defective books will be replaced on a pro-rated basis. 

7. ALTERNATES: No deviations from the specified items listed in the PO shall be made without District's prior written approval. When the name of a manufacturer, brand or make is used in

describing any item, products of equal quality will be considered unless otherwise stated. The District shall be the sole judge of whether alternate products are acceptable.

8. CHANGE IN SCOPE OF PO: Vendor agrees that District may request changes, reductions, or additions to the Materials. The Contract Price shall be adjusted by reasonable valuations of the cost. Vendor shall provide District with all information to substantiate the cost. District shall not accept any change in the Materials, price, or any other matter affecting the provision of Materials unless District approves the change in advance by a written, executed change order.

9. TIME IS OF THE ESSENCE: Time is of the essence in each Contract provision and condition.

10. DELIVERIES: Unless otherwise indicated on the PO, the delivery of all Materials shall be F.O.B. destination in Pleasanton, California, origin and accompanied by all necessary MSDS(s). All orders are shipped F.O.B. origin McGraw-Hill Distribution Center, Freight Prepaid and Charged Back on invoices. *BBJ*

11. FAILURE TO DELIVER: If Vendor fails to deliver any Materials in the manner or within the time called for by the PO, such Materials may be bought from any source by the District and, if the price of such Materials is greater than the Contract Price, the excess price will be charged to and collected from the Vendor. *BBJ*

12. PAYMENT: Unless otherwise specified, Vendor shall submit an invoice for Materials under the Contract. District shall make payment for Materials in a lump sum within thirty (30) days of delivery to and approval by authorized District agents of all invoices and evidence required by District. District may deduct from payment amounts to protect District from loss because of: (1) sums spent by District performing Vendor's obligations; (2) stop payment notices; (3) unauthorized deviations from Contract; and (4) any other sums which District may recover from Vendor under the Contract or state law. *BBJ*

13. RECORDS: Upon reasonable prior notice, District shall have the right to audit the Vendor's work records. Vendor shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Vendor shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Vendor. Vendor shall maintain all documents and records prepared by or furnished to Vendor during the course of providing the Materials for at least three (3) years following provision of the Materials, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its PO, and invoices, payrolls, records and all other data related to matters covered by this PO. Vendor shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of PO shall have the same rights conferred to District by this paragraph. Such rights shall be specifically enforceable. *BBJ*

14. INDEPENDENT CONTRACTOR: Vendor is an independent contractor and does not act as District's agent in any capacity. Vendor is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this PO regarding direction apply to and concern the result of the Vendor's provision of Materials not the means, methods, or scheduling of the provision of Materials. Vendor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Materials under this PO. Vendor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this PO as District's responsibility.

15. INDEMNIFICATION: To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, and volunteers ("indemnified parties") from any and all demands, losses, liabilities, third party claims, suits, and actions ("Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and reasonable costs, directly or indirectly arising from personal or bodily injuries, death, property damage, infringement of patents, copyrights or trademarks, or otherwise, arising out of, connected *BBJ*

with, or resulting from performance of the Contract unless Claims are caused wholly by the sole negligence or willful misconduct of indemnified parties. District may reject any legal representation that Vendor proposes to defend District.

16. PERMITS, LICENSES & REGISTRATION: Vendor and its employees, agents, and subcontractors shall maintain in force, at Vendor's sole cost, all licenses, permits and registration required for furnishing the Materials.

17. COMPLIANCE WITH LAWS: Vendor shall give all notices and comply with all laws, ordinances, rules and regulations concerning the Materials ("Laws"). If Vendor provides any Materials that do not comply with the Laws, without first notifying District, Vendor shall bear all costs.

18. OWNERSHIP OF RESULTS: Any interest (including copyright interests) of Vendor, or its subcontractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Vendor or its Subconsultants in connection with the Materials, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this PO shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Vendor or its Subconsultants under this Agreement are not works for hire under U.S. law, Vendor hereby assigns to District all copyrights to such works. With District's prior written approval, Vendor may retain and use copies of such works for reference and as documentation of experience and capabilities. **In no event will any McGraw-Hill content developed before or apart from this agreement be included in work product and Publisher will retain sole ownership of independent or pre-existing materials.**

19. ANTI-DISCRIMINATION: In connection with any District contracts, there shall be no discrimination against any employee because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Vendor agrees to comply with applicable laws including, but not limited to the California Fair Employment Practice Act (Gov. Code, § 12900 et seq.).

20. ANTI-TRUST CLAIM: ~~Vendor shall assign to District all rights, title, and interest to all causes of action under § 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to a contract or subcontract. This assignment shall become effective when District tenders final payment to Vendor, without further acknowledgment.~~

21. CONFLICT OF INTEREST: Vendor certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

22. CONFIDENTIALITY: Any information, whether proprietary or not, made known to or discovered by Vendor during or in connection with the provision of Materials under this PO, will be kept confidential and not be disclosed to any other person. Vendor will immediately notify District in writing if it is requested to disclose any information made known to or discovered by it during or in connection with the provision of Materials under this PO. These conflicts of interest, confidentiality and limitations shall remain fully effective indefinitely after termination of provision of Materials to the District hereunder.

23. CONTRACT INTERPRETATION: Should any questions arise as to the meaning and intent of the Contract, the matter shall be referred to the Purchasing Director, Pleasanton Unified School District, whose written resolution of the question in each instance shall be final.

24. DISPUTES: In the event of a dispute between the Parties as to the provision of Materials, Contract interpretation, or payment, the Parties shall attempt to resolve the dispute by mediation, if mutually agreeable. The demand for mediation shall be made within ninety (90) days after initial written notice, and the demand shall not be made later than the time for Vendor to submit its request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Vendor's right to bring a civil action against the District.

25. LIMITATION OF DISTRICT'S LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of in connection with this Contract.

26. TERMINATION: District may terminate the Contract immediately upon District's written notice to Vendor. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination. *Notwithstanding the foregoing, fees paid in advance of service subscriptions are non-refundable for the subscription period in progress at the effective date of termination.*

~~**27. LIQUIDATED DAMAGES:** Vendor agrees that if the Materials are not provided within the time set forth in the PO Schedule for Provision of Materials and/or pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **One Thousand Dollars (\$1,000.00)** per day for each and every calendar day of delay beyond the time set forth in the PO Schedule for Provision of Materials and/or pursuant to the provisions of the Contract.~~

28. ATTORNEY FEE/COSTS: Should litigation be necessary to enforce any term or provisions, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

29. GOVERNING LAW: The Contract shall be governed by and construed in accordance with California laws with venue in the District's County.

30. EXECUTION: This Contract shall be deemed to have been executed in the City of Pleasanton, Santa Clara County, California.

31. BINDING CONTRACT: The Contract shall be binding upon the Parties and their successors and assigns, and inure to the benefit of the Parties, successors and assigns.

32. ASSIGNMENT OF CONTRACT: Vendor shall not assign or transfer any of its rights, burdens, duties, or obligations under the Contract without District's prior written consent. *Notwithstanding the foregoing, this Agreement may be assigned by McGraw-Hill School Education LLC to an affiliate or in connection with a merger, consolidation, or sale of substantially all assets, without consent of District.*

33. DISTRICT WAIVER: District's waiver of any term, condition, covenant (term) or of a breach of any term shall not constitute waiver of any other term or of a breach of any other term.

34. LIMITATIONS: Except as expressly provided in this Contract, nothing in this PO shall operate to confer rights or benefits on persons or entities not party to this PO. As between the parties to this PO, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this PO, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

35. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Every provision required by law to be in the Contract shall be deemed to be inserted and the Contract shall be read and enforced as though included.

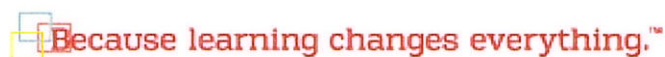
36. INVALID TERM: If a Court determined any Contract term to be illegal, invalid or unenforceable, the legality of the remaining terms shall not be affected, and the illegal term will not be part of the Contract.

37. ENTIRE CONTRACT: This PO and the documents expressly incorporated herein set forth the entire contract between the Parties and supersedes all prior agreements or understandings between the Parties concerning the subject of this PO. Where a conflict exists between provision(s) in a District-prepared form of agreement that is expressly incorporated into this PO, the provision(s) of that agreement shall control. In all other instances where a conflict exists between the provision(s) of this PO and an incorporated document, the provision(s) of this PO shall control.

APPENDIX

Appendix included in this Purchase Order:

A. QUOTE

**QUOTE PREPARED FOR:**

Pleasanton Unif School Dist
 WAREHOUSE
 PLEASANTON, CA 94566
 ACCOUNT NUMBER: 189765

CONTACT:

Jenifer Perazzo
 jperazzo@pleasantonusd.net
 4158232243

SUBSCRIPTION/DIGITAL CONTACT:**SALES REP INFORMATION:**

Leslie Sargent
 leslie.sargent@mheducation.com
 (916) 413-6158

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<u>PRINCIPLES OF ZOOLOGY</u>	\$38,411.61	(\$17,503.23)	\$20,908.38
<u>INTRODUCTION TO PLANT BIOLOGY</u>	\$11,391.90	(\$5,257.77)	\$6,134.13
PRODUCT TOTAL*	\$49,803.51	(\$22,761.00)	\$27,042.51
ESTIMATED S&H**			\$1,728.15
ESTIMATED TAX**			\$2,609.13
GRAND TOTAL*			\$31,379.79

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

Subscriptions will begin once they are activated by teacher/student. Once the subscription is activated there are seven total years for each title. For example: If a student activates a subscription this fall, August 2019, it will not expire until the end of the school year in 2026 and can be reassigned to students as needed. i.e. Subscription Beginning Date: August 2019 Subscription Expiration Date: June 2026

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 04/18/2019

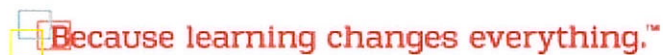
ACCOUNT NAME: Pleasanton Unif School Dist

EXPIRATION DATE: 06/02/2019

QUOTE NUMBER: KSHOEMAK-04172019-016

ACCOUNT #: 189765

PAGE #: 1



Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
PRINCIPLES OF ZOOLOGY					
ELECT INTEGRATED PRINCIPLES OF ZOOLOGY STANDARD STUDENT 6YR BUNDLE(SE W/CONNECT)	978-0-07-904899-8	139	\$150.42	\$0.00	\$20,908.38
INTEGRATED PRINCIPLES ZOOLOGY CONNECT 6 YEAR SUBSCRIPTION	978-0-07-680594-5	2	\$128.13	\$256.26	*Free Materials
INTEGRATED PRINCIPLES ZOOLOGY CONNECT 6 YEAR SUBSCRIPTION	978-0-07-680594-5	4	\$128.13	\$512.52	*Free Materials
INTEGRATED PRINCIPLES ZOOLOGY CONNECT 1 YEAR SUBSCRIPTION	978-0-07-680593-8	145	\$115.41	\$16,734.45	*Free Materials
PRINCIPLES OF ZOOLOGY Subtotal:				\$17,503.23	\$20,908.38
INTRODUCTION TO PLANT BIOLOGY					
ELECT INTRODUCTION TO PLANT BIOLOGY STANDARD STUDENT 6 YR BUNDLE (SE + CONNECT)	978-0-07-904931-5	35	\$159.15	\$0.00	\$5,570.25
ELECT INTRODUCTION TO PLANT BIOLOGY CONNECT 6 YEAR SUBSCRIPTION	978-0-07-899735-8	1	\$140.97	\$140.97	*Free Materials
ELECT INTRODUCTION TO PLANT BIOLOGY CONNECT 6 YEAR SUBSCRIPTION	978-0-07-899735-8	4	\$140.97	\$0.00	\$563.88
ELECT INTRODUCTION TO PLANT BIOLOGY CONNECT 1 YEAR SUBSCRIPTION	978-0-07-899740-2	40	\$127.92	\$5,116.80	*Free Materials
INTRODUCTION TO PLANT BIOLOGY Subtotal:				\$5,257.77	\$6,134.13

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 04/18/2019

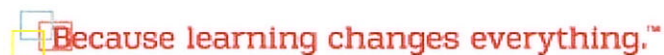
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**QUOTE PREPARED FOR:**

Pleasanton Unif School Dist
WAREHOUSE
PLEASANTON, CA 94566
ACCOUNT NUMBER: 189765

CONTACT:

Jenifer Perazzo
jperazzo@pleasantonusd.net
4158232243

VALUE OF ALL MATERIALS	\$49,803.51
FREE MATERIALS	(\$22,761.00)
PRODUCT TOTAL*	\$27,042.51
ESTIMATED SHIPPING & HANDLING**	\$1,728.15
ESTIMATED TAX**	\$2,609.13
GRAND TOTAL	\$31,379.79

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw-Hill School Education, LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)_____
Signature of School Official**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER****SEND ORDER TO:**

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

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