

PURCHASE ORDER**I. MATERIALS**

- (1) The Materials to be provided ("Materials") by PEARSON K12 LEARNING LLC ("Vendor") consist of: PEARSON HIGH SCHOOL SCIENCE BUNDLES AND DIGITAL SUBSCRIPTION (BIOLOGY, CHEMISTRY, PHYSICS, ANATOMY & PHYSIOLOGY).
- (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 SIX HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED NINETY SEVEN DOLLARS AND FIFTY NINE CENTS (\$637,997.59). 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.

PEARSON K12 LEARNING LLC

Vendor

Matt Stricker

Matt Stricker (May 3, 2019)

May 3, 2019

Signature

Date

Matt StrickerVP Operations

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.
- 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.
- 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, and accompanied by all necessary MSDS(s).
- 11. 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.
- 12. RECORDS:** 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.

13. 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.

14. 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, claims, suits, and actions ("Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and 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 with, or resulting from performance of the Contract unless Claims are caused wholly by the sole negligence or willful misconduct of indemnified parties. Notwithstanding the foregoing, Vendor shall only be responsible for any loss, damage, liability, claim or expense to the extent that (1) it is alleged and established that such loss, damage, liability, claim or expense was occasioned by the negligence or willful misconduct of Vendor or its employees or agents; and (2) Vendor is given prompt written notice of any such claim and is accorded the opportunity, at its own expense, to handle the defense against any such claim. The defense and/or settlement of any such claim by the District without such notice and opportunity to Vendor shall relieve Vendor of any further obligations with regard to any such claim.

15. 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.

16. 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.

17. 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, excluding Vendor's pre-existing products, content and any derivatives thereto, 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.

18. 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.).

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

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

29. 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.

30. 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 except in the event of a sale or merger of Vendor or acquisition of all or substantially all of Vendor's assets.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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

High School Science

Pleasanton USD
With Biology Bundle

CA Miller Levine Biology 2020

ISBN-13	Title	Pricing	Quantity Charged	Quantity Free	Total
CA Biology Bundle (includes)					
1 Student Edition 2020 (hardcover)					
1 Stand Alone Realize Digital Courseware License 8-year					
1 Biology Foundations: Reading and Study Guide Workbook (consumable, 8-year subscription, automatically shipped years 2-8)					
1 Explorer's Journal Problem-Based Learning Workbook (consumable, 8-year subscription, automatically shipped years 2-8)					
9781418316235	Student Material Bundle	\$182.97	1,370	\$0.00	\$250,668.90
Upon Request: Receive 1 each of the items below at no charge for every 75 student material bundles purchased.					
9781418283094	Teacher Edition	\$170.97	11	\$1,880.67	\$0.00
9781418283100	Biology Foundations: Reading and Study Guide Workbook	\$15.97	11	\$175.67	\$0.00
9781418283117	Explorer's Journal Problem-Based Learning Workbook	\$15.97	11	\$175.67	\$0.00
Upon Request: Receive 1 of the following per every 4 Student Material Bundles purchased (1:4 Purchase 100, receive 25 free)					
9781418283087	Student Edition	\$125.97	183	342	\$43,081.74
					\$23,052.51
Items available for individual purchase					
9781418292010	Student Edition + Realize Digital Courseware 8-years	\$149.97		\$0.00	\$0.00
9781418283087	Student Edition	\$125.97		\$0.00	\$0.00
9781418311605	Stand Alone Realize Digital Courseware 8-year license	\$122.97		\$0.00	\$0.00
9781418283100	Biology Foundations: Reading and Study Guide Workbook	\$15.97		\$0.00	\$0.00
9781418283117	Explorer's Journal Problem-Based Learning Workbook	\$15.97		\$0.00	\$0.00
9781418283094	Teacher Edition	\$170.97		\$0.00	\$0.00
CA Miller Levine Biology Gratis Total					\$45,313.75
CA Miller Levine Biology Charge Total					\$273,721.41

Pearson Chemistry 2017

ISBN-13	Title	Pricing	Quantity Charged	Quantity Free	Total
Pearson Chemistry Bundle (includes)					
1 Student Edition 2017 (hardcover)					
1 Stand Alone Realize Digital Courseware License 8-year					
9781323214305	Student Material Bundle	\$123.97	1,395	\$0.00	\$172,938.15
Upon Request: Receive 1 each of the items below at no charge for every 75 student material bundles purchased.					
9781323205914	Teacher Edition	\$122.47	9	\$1,102.23	\$0.00
9780132534710	ExamView CD-ROM	\$164.47	9	\$1,480.23	\$0.00
9780132534727	Untamed Science DVD	\$239.97	9	\$2,159.73	\$0.00
Items available for individual purchase					
9780132525886	Reading and Study Workbook	\$13.47	300	\$0.00	\$4,041.00

9780132525893	Reading and Study Workbook Teacher's Guide	\$30.97		9	\$278.73	\$0.00
9780133204490	Chemistry Skills and Math Workbook	\$12.97	300		\$0.00	\$3,891.00
9780133198386	Chemistry Skills and Math Workbook Teacher's Guide	\$30.97		9	\$278.73	\$0.00

Chemistry Gratis Total
Chemistry Charge Total

\$5,299.65
\$180,870.15


Pearson Physics 2014

ISBN-13	Title	Pricing	Quantity	Quantity	Total
			Charged	Free	
Pearson Physics Bundle(includes)					
1 Student Edition 2014 (hardcover)					
1 Mastering Physics with Pearson eText (up to 6-years)					
9780131371156	Student Material Bundle	\$104.47	690	\$0.00	\$72,084.30
Upon Request: Receive 1 each of the items below at no charge for every 75 student material bundles purchased.					
9780132957038	Annotated Teacher's Edition	\$104.47	6	\$626.82	\$0.00
9780132977708	Instructor Resource DVD	\$51.97	6	\$311.82	\$0.00
9780132978446	ExamView CD ROM	\$142.97	6	\$857.82	\$0.00
Items available for individual purchase					
9780132957052	Lab Manual	\$11.97			\$0.00
9780132978408	Lab Manual Teacher Guide	\$21.47			\$0.00
9781269220866	Mastering Physics with Pearson eText (1-year access)	\$49.97			\$0.00
9781269953924	Mastering Physics with Pearson eText (6-year access)	\$80.97			\$0.00
Physics Charge Total					\$72,084.30

Fundamentals of Anatomy & Physiology

ISBN-13	Title	Pricing	Quantity Charged	Quantity Free	Total
Human Anatomy & Physiology Bundle(includes)					
1 Student Edition 2018 (hardcover)					
1 Mastering A&P with Pearson eText (up to 6-years)					
9780134576008	Student Material Bundle	\$177.47	282		\$0.00
\$50,046.54					
Upon Request: Receive 1 each of the items below at no charge for every 75 student material bundles purchased.					
9780134477251	Printed Test Bank	\$21.47		3	\$64.41
\$0.00					
9780134477268	Instructor's Manual	\$21.47		3	\$64.41
\$0.00					
Items available for individual purchase					
9780321949738	A&P Applications Manual	\$24.47			\$0.00
9780321940728	Atlas of the Human Body	\$28.97			\$0.00
9780134459363	Anatomy & Physiology Coloring Workbook, 12e 2018	\$28.97	150		\$4,345.50
9780134424835	Essentials of Human Anatomy & Physiology Lab Manual, 7e	\$28.97			\$0.00
9780134478692	Mastering A&P with Pearson eText (1-year access)	\$49.97	2		\$99.94
9781323501429	Mastering A&P with Pearson eText (6-year access)	\$120.97	38		\$4,596.86
A&P Gratis Total					\$128.82

A&P Charge Total**\$59,088.84**

ISBN-13		Title	Pricing		Quantity Charged	Quantity Free	Total
TBD		Activation	\$1,900			\$0.00	\$0.00
TBD		Product Implementation Essentials	\$2,800			\$0.00	\$0.00
TBD		Job Embedded Services	\$3,150			\$0.00	\$0.00
TOTAL VALUE OF NO CHARGE ITEMS							\$52,538.68
Total Instructional Materials							\$585,764.70
Total Services							\$0.00
Shipping & Handling							\$24,634.93
Estimated Tax (Insert local sales tax in decimal format in blue box to the right. Ex.: .08)					0.0925		\$27,597.96
Proposal Total							\$637,997.59
All discounts and gratis materials listed are given first year of adoption only unless otherwise noted.							
Prices quoted are under contract and include Shipping and Handling.							
Pearson reserves the right to correct errors.							
The prices above are valid January 1, 2018 to September 30, 2019 and are subject to change							
FOR ADDITIONAL INFORMATION, PLEASE CONTACT:							
Lauren Cammiso				Pearson			
Account General Manager				Curriculum Customer Service			
510.906.7187				P.O. Box 6820			
lauren.cammiso@pearson.com				Chandler, AZ 85246			
				For questions regarding your order please call Customer Service: 1-800-848-9500 or Fax 1-877-260-2530			
				Monday-Friday, 8am - 5pm EST; 8am - 6pm DST			
 Pearson				https://pearsonnacomunity.force.com/support/s/pearson-order-form			