

AGREEMENT

This **AGREEMENT** ("Contract" or "Agreement") is entered into as of October 1, 2018 (the "Effective Date"), by and between Great Minds LLC ("GM"), and Breathitt County School District ("School District").

WHEREAS, Great Minds, a District of Columbia nonprofit corporation ("Parent") is the sole member of GM and is organized and operated exclusively for charitable, educational, and scientific purposes (collectively referred to as "Charitable Purposes" and more specifically outlined below) and has been recognized by the Internal Revenue Service as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended and in force from time to time (the "Code");

WHEREAS, GM is disregarded as an entity separate from Parent for federal income tax purposes in that it is treated as exempt under Section 501(c)(3) of the Code and its activities are considered an extension of the Parent's activities;

WHEREAS, Parent's Charitable Purposes are to engage in certain lawful acts or activities permitted under the District of Columbia Nonprofit Corporation Act of 2010, as the same may be amended and in force from time to time (the "Act") which are charitable, educational, and/or scientific in nature, entitling Parent to exemption from taxation under Section 501(c)(3) of the Code, and more particularly to: (i) further a rigorous liberal arts education for all students enrolled in America's primary and secondary schools through exposure to a complete liberal education—including history, literature, geography, civics, languages, and the arts in addition to science, math, and language arts; (ii) promote at the federal, state, and local levels for the liberal arts to be included in: state, national, and independent standards, state, and federal assessments, state and local curricula and secondary school graduation requirements, and teacher education and certification requirements; (iii) conduct and disseminate research in the field of education; (iv) create, disseminate, and publish liberal arts curriculum and conduct associated professional education and training in the field of education; and (v) assist states, districts, and schools with the development and implementation of curriculum;

WHEREAS, among other activities furthering the Charitable Purposes, GM implements Eureka Math, Wit and Wisdom ELA, professional development related thereto, and such other curriculum programs that may be developed by Parent;

WHEREAS, School District and GM desire to enter into an arrangement substantially related to the promotion of the Charitable Purposes whereby, pursuant to the terms of this Agreement, GM provides Products (as defined below) to School District; and

WHEREAS, without limiting the generality of the preceding recitals, School District and GM desire to acknowledge that: (a) the content of the Products is educational; (b) the preparation of the Products will follow methods generally accepted as "educational" in character; (c) the distribution of the Products is necessary and valuable in achieving the Charitable Purposes; and (d) the manner in which the Products are distributed is distinguishable from ordinary commercial publishing practices.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURCHASE AND SALE OF PRODUCTS AND SERVICES

GM shall sell and provide to School District, and School District shall purchase and receive, the services (the “Services”) and products (the “Products”) set out in one or more purchase orders to be issued by School District and accepted by GM (each, a “Purchase Order”). School District shall issue a Purchase Order in written form via e-mail to ordertracking@greatminds.org, and shall cause all Purchase Orders to contain the Basic Purchase Order Terms (as defined below). By issuing a Purchase Order, School District makes an offer to purchase the Products or Services pursuant to the terms of this Agreement (including the Basic Purchase Order Terms and any Additional Product or Service Terms (as defined in Section 6(d) below)) and no other terms. Except with respect to the Basic Purchase Order Terms, any variations made to the terms and conditions of this Agreement by School District in any Purchase Order are void and have no effect.

GM has the right, in its sole discretion, to accept or reject any Purchase Order issued by School District. GM may accept any Purchase Order by (i) confirming its acceptance of the order via e-mail or (ii) causing the delivery of Products or providing the Services, whichever occurs first. No Purchase Order is binding on GM unless accepted by GM as provided in this Agreement.

Each Purchase Order shall contain (a) a list of Products and Services to be purchased including, for books, the ISBN; (b) if applicable, the quantity of Products or Services ordered; (c) the requested delivery date; (d) the pricing (exclusive of tax, if any), which shall be determined in accordance with Section 3 of this Agreement; and (e) the street address that the Products shall be delivered to or the Services provided (the “Delivery Location”) at (items (a) through (e) the “Basic Purchase Order Terms”). The School District is responsible for ensuring accuracy of all information on a proposed Purchase Order.

2. TERM OF AGREEMENT

The term of the Agreement is five (5) years, commencing on November 1, 2018 and ending on October 31, 2023 unless and until earlier terminated as provided under this Agreement (the “Initial Term”). Upon the expiration of the Initial Term, this Agreement may be automatically extended upon the mutual written agreement of GM and School District, unless and until earlier terminated as provided under this Agreement (a “Renewal Term” and together with the Initial Term, the “Term”). If the Initial Term is renewed for the Renewal Term pursuant to this Section 2, the terms and conditions of this Agreement during a Renewal Term are the same as the terms in effect immediately prior to such renewal, subject to any change in prices payable as set forth in Section 3.

3. PRICING

a) During the Initial Term, the prices to be paid for the Products and Services set forth on Attachment A by School District shall be at the prices set forth on Attachment A (the "Fixed Pricing"). Unless otherwise expressly set forth on Attachment A, the Fixed Pricing applies only to the versions and editions of the Product or Service in effect as of the Effective Date. In the event that GM introduces an upgraded or new version or upgraded or new edition of any Product or Service set forth on Attachment A during the Initial Term, GM and the School District shall make a good faith effort to negotiate new fixed pricing for the upgraded or new versions or editions and Attachment A shall be amended to reflect any such agreed to pricing. In the event that during the Initial Term the School District orders Products or Services not set forth on Attachment A, or the School District orders Products or Services (including Products and Services set forth on Attachment A) after the Initial Term, School District shall purchase Products and Services at the prices set forth on GM's price list in effect at the time GM accepts the related Purchaser Order.

b) School District acknowledges and agrees that GM may, in its sole and absolute discretion, discontinue the sale of any Product or Service (or any version or edition of any Product or Service) at any time with or without notice to School District.

4. PAYMENT TERMS

a) School District shall pay all invoiced amounts due to GM within thirty (30) days of receipt of GM's invoice.

b) School District shall pay interest on all late payments, calculated daily and compounded monthly, at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. School District shall also reimburse GM for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which GM does not waive by the exercise of any rights under this Agreement), if School District fails to pay any amounts when due under this Agreement, GM may (i) suspend delivery of any Products or Services, (ii) cancel any Purchase Orders, or (iii) terminate this Agreement pursuant to the terms of Section 12.

c) School District hereby grants to GM a security interest in all Products purchased hereunder (including Products and Nonconforming Products) to secure School District's payment under this Agreement. The security interest granted under this provision constitutes a purchase money security interest under the applicable state Uniform Commercial Code. GM is hereby expressly authorized to authenticate and to file or transmit financing statements to perfect such purchase money security interest and to file continuation statements and amendment statements as GM deems advisable to insure the continued perfection and priority of such purchase money security interest.

d) School District shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, or any other agreement, document, or law, to withhold, offset, recoup, or debit any amounts owed (or to become due and owing) to GM or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by GM or GM's affiliates, whether relating to GM's or its affiliates breach or non-performance of this Agreement, any Purchase Order, or any other agreement or otherwise.

5. TAXES

School District shall be responsible for all applicable taxes with respect to, or measured by, the sale, shipment, use, or price of the Products or Services; provided, however, that School District shall not be responsible for any taxes imposed on, or with respect to, GM's income, revenues, gross receipts, or real or personal property. If the School District is exempt from any such applicable tax, the School District shall provide GM with proof of such exemption.

6. SCHOOL DISTRICT OBLIGATIONS. School District shall:

a) Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "School District Contract Manager"). The initial School District Contract Manager shall be:

Stacey Davidson
stacey.davidson@breathitt.kyschools.us

The initial School District Contract Manager designation shall remain in force unless and until a successor School District Contract Manager is designated;

b) Require and ensure that the School District Contract Manager respond promptly to any reasonable requests from GM for instructions, information, or approvals required by GM in connection with the delivery of the Products and provision of the Services;

c) Cooperate with GM in its performance of the Services and provide access to School District's premises, employees, and equipment at no cost to GM and as needed to enable GM to provide the Services; and

d) Comply with any and all Additional Product or Service Terms. For purposes of this Agreement, "Additional Product or Service Terms" shall mean any and all additional terms or conditions provided to the School District related to the Products or Services purchased by School District.

7. NOTICES, DEMANDS, AND COMMUNICATIONS

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid; or (e) on the date sent by electronic mail (with confirmation of receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7).

If to the School District:

Breathitt County School District
420 Court Street
Jackson, KY 41339
Stacey Davidson
Stacey.davidson@breathitt.kyschools.org

If to GM:

Great Minds LLC
55 M Street, SE
Suite 340
Washington, D.C. 20003
Attn: Contracts
202-223-1854
contracts@greatminds.org
sales@greatminds.org

Copy to:

8. SHIPMENT AND DELIVERY OF PRODUCTS

GM or its designee shall select the method of shipment of, and carrier for, the Products. GM or its designee may, in its sole discretion, without liability or penalty, make partial shipments of Products to School District. Each shipment shall constitute a separate sale, and, unless otherwise expressly set forth in a Purchase Order, School District shall pay for the units shipped whether such shipment is in whole or partial fulfillment of a Purchase Order.

Unless expressly agreed to by GM and School District in writing, GM or its designee shall deliver the Products to the Delivery Location.

Any time quoted by GM for delivery is an estimate only. GM is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver, or delay in delivery. No delay in the shipment or delivery of any Products relieves School District of its obligations under this Agreement, including without limitation accepting delivery of any remaining installment(s) of Products.

9. INSPECTION; ACCEPTANCE OR REJECTION OF PRODUCTS; TITLE AND RISK OF LOSS

a) School District shall inspect the Products within five (5) School Days (as defined below) of School District's receipt of Products ("Inspection Period") and either accept or, if such Products are Nonconforming Products, reject such Products. "Nonconforming Products" means any Products received by School District that do not match the description of the Products set forth on the purchase order included with the Products as determined by GM in its sole discretion. School District shall be deemed to have accepted Products unless it notifies GM in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by GM. If School District timely notifies GM of any Nonconforming Products, GM shall determine, in its sole discretion, whether the Products are

Nonconforming Products. If GM determines that the Products are Nonconforming Products, it shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) refund the price for such Nonconforming Products. For purposes of this Section 9, "School Day" shall mean, (i) for the months September, October, November, December, January, February, March, April, and May of each year during the Term, each calendar day on which school in the School District is conducted, and (ii) for the months June, July, and August, each calendar day that is not a Saturday, Sunday, or federal holiday.

b) SCHOOL DISTRICT ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN SECTION 9(A) ARE SCHOOL DISTRICT'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING PRODUCTS.

c) Except as provided under Section 9(a), School District has no right to return Products purchased under this Agreement to GM.

d) Title to Products ordered under any Purchase Order passes to School District upon the later of (i) delivery of such Products to the street address specified in the applicable Purchase Order or (ii) GM's receipt of payment in full for the Products. Risk of loss to all Products ordered under any Purchase Order passes to School District upon GM or its designee's tender of such Products to the carrier.

e) Withdrawal of Products. If GM determines that any Products sold to School District may be defective, at GM's request, School District shall withdraw Products from circulation or use and, at GM's option, either return such Products to GM or destroy the Products and provide GM with written certification of such destruction. GM shall replace such withdrawn or destroyed Products. THIS SECTION 9(E) SETS FORTH SCHOOL DISTRICT'S SOLE REMEDY AND GM'S ENTIRE LIABILITY FOR ANY PRODUCTS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION 9(E).

10. FORCE MAJEURE

GM shall be excused from performance during the time and to the extent that it is prevented from delivering or performing its obligations under this Agreement by a Force Majeure Event, subject to GM providing within a reasonable time from the commencement of the Force Majeure Event notice to School District. A "Force Majeure Event" shall mean a circumstance beyond the control of GM hereunder and shall include, but not be limited to, acts of God, or of the public enemy; insurrection; acts of the federal government or any unit of State or local government in either sovereign or contractual capacity; fire; floods; blizzards; epidemics; quarantine restrictions; strikes or freight embargoes.

11. INTELLECTUAL PROPERTY RIGHTS

a) "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), including derivative works, and rights in data or databases, (d) trade secrets, know-how, and other confidential information,

and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. "GM's Intellectual Property Rights" means all Intellectual Property Rights owned by or licensed to GM. The parties acknowledge and agree that GM shall own all right, title, and interest in and to the Intellectual Property Rights in and to all documents, work product, and all other materials and media in any form or format that are delivered to School District under this Agreement or prepared by or on behalf of GM in the course of performing Services ("Deliverables").

b) School District acknowledges and agrees that:

i. any and all of GM's Intellectual Property Rights are the sole and exclusive property of GM or its licensors;

ii. School District shall not acquire any ownership interest in any of GM's Intellectual Property Rights under this Agreement;

iii. any goodwill derived from the use by School District of GM's Intellectual Property Rights inures to the benefit of GM or its licensors, as the case may be;

iv. if School District acquires any Intellectual Property Rights, rights in or relating to any Products (including any rights in any trademarks, derivative works, or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to GM or its licensors, as the case may be, without further action by either of the Parties; and

v. School District shall use GM's Intellectual Property Rights solely for purposes of using the Products under this Agreement and only in accordance with this Agreement and the instructions of GM from time to time, and such use shall be subject to quality control by GM.

c) School District shall not:

i. take any action that might interfere with any of GM's rights in or to GM's Intellectual Property Rights, including GM's ownership or exercise thereof;

ii. challenge any right, title, or interest of GM in or to GM's Intellectual Property Rights;

iii. make any claim or take any action adverse to GM's ownership of GM's Intellectual Property Rights;

iv. engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Products, Services, or any GM's trademarks;

v. alter, obscure, or remove any GM's trademarks, or trademark or copyright notices, or any other proprietary rights notices placed on the Products, Deliverables, marketing materials, or other materials that GM may provide;

vi. modify, alter, or otherwise change the materials that are the subject of GM's Intellectual Property Rights; provided, however, in the event that the Additional Product or Service

Terms applicable to the Product or Service permit modification, alteration, or otherwise changing materials, the School District shall be permitted to so modify, alter, or otherwise change such materials only to the extent permitted by, and in accordance with, the applicable Additional Product or Service Terms.

12. TERMINATION

a) This Agreement may be terminated by either party effective upon written notice to the other party if the other party breaches this Agreement and such breach is incapable of cure, or with respect to a breach capable of cure, if the breaching party does not cure such breach within thirty (30) calendar days after receipt of written notice of such breach. For the avoidance of confusion, breach of contract shall mean any violation of any representation, warranty, or obligation giving rise from this Agreement.

b) GM may terminate this Agreement upon written notice to School District if School District fails to pay any amount due under this Agreement ("Payment Failure") and such failure continues for thirty (30) calendar days after School District's receipt of written notice of nonpayment.

c) If School District has issued and GM has accepted a Purchase Order prior to expiration or termination of this Agreement, then such Purchase Orders ("Open Purchase Orders") shall be fulfilled under the terms of this Agreement; provided, however, that if this Agreement is terminated by GM under Section 12(a) due to School District's breach or by GM under Section 12(b), then GM shall have the right, in its sole discretion, to terminate any or all Open Purchase Orders, and School District shall pay GM in full for Services performed or Products delivered under such Open Purchase Orders, and, in addition, School District shall pay GM for any expenses incurred by GM in terminating the Open Purchase Orders (including, without limitation, any fees payable to third parties for printing).

13. REPRESENTATIONS AND WARRANTIES

a) Each party represents and warrants to the other party that (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or other action of the party; and (d) when executed and delivered by such party, this Agreement shall constitute the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms.

b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 13(a), GM MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii)

WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SCHOOL DISTRICT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY GM OR ANY OTHER PERSON OR ENTITY ON GM'S BEHALF.

14. ASSIGNMENT

School District may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of GM. GM may assign any of its rights, or delegate any of its obligations, under this Agreement to any affiliate, including, without limitation, a wholly-owned subsidiary. Any purported assignment or delegation in violation of this Section 14 is null and void.

15. SEVERABILITY

If any term of this Agreement is held to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such term shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms of this Agreement.

16. GOVERNING LAW

This Agreement is subject to and to be construed in accordance with the laws of the District of Columbia without regard to conflicts of law principles that would require the application of any other law.

17. LIMITATION OF LIABILITY

GM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

THE LIABILITY OF GM HEREUNDER IS EXPRESSLY LIMITED TO DIRECT DAMAGES INCURRED WITH RESPECT TO THE PRODUCTS PURCHASED FROM GM AND THE SERVICES PERFORMED BY GM. IN NO EVENT SHALL GM BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOODWILL, OR ADDITIONAL EXPENSES INCURRED, WHETHER PURSUANT TO A CLAIM IN CONTRACT, TORT, OR OTHERWISE AND WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR OTHERWISE.

18. ENTIRE AGREEMENT

a) Subject to Section 18(b) below, this Agreement, including Attachment A, together with the Basic Purchase Order Terms and any Additional Product or Service Terms, constitutes the sole and entire agreement of GM and School District with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

b) This Agreement is expressly limited to the terms of this Agreement, including Attachment A, any Additional Product or Service Terms, and the Basic Purchase Order Terms contained in the applicable Purchase Order. The terms of this Agreement shall prevail over any terms or conditions contained in any other documentation and expressly exclude any of School District's general terms and conditions contained in any Purchase Order or other document issued by School District. In the event of any conflict between the terms of this Agreement and the terms of any Purchase Order or any other document issued by School District, the terms of this Agreement shall prevail.

19. SURVIVAL

The rights and obligations of the parties set forth in this Section 19 and Sections 4, 5, 6(d), 7, 9, 11, 12(c), 13(b), 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, and 25, and any right or obligations of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

20. EQUITABLE REMEDIES

School District acknowledges and agrees that (a) a breach or threatened breach by School District of any of its obligations under Section 11 would give rise to irreparable harm to GM for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by School District of any such obligations, GM shall, in addition to any and all other rights and remedies that may be available to GM at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. School District agrees that School District shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 20.

21. WAIVERS, AMENDMENTS, AND MODIFICATIONS

No waiver, amendment, or modification of this Agreement shall be valid or binding unless written and signed by each party hereto. Waiver by either party of any breach or default of any provision of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different provision of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement.

23. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of GM and School District and their respective permitted successors and permitted assigns.

24. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely GM and School District and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

25. RELATIONSHIP OF PARTIES

Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. School District and GM are independent contractors pursuant to this Agreement. Neither School District nor GM has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

BREATHITT COUNTY SCHOOL DISTRICT

Name:
Title:

GREAT MINDS LLC

Name:
Title:



ATTACHMENT A YEAR 1 PRICING

Great Minds Quote

Created Date 10/17/2018

Expiration Date 11/16/2018

Quote Number 00049973

Prepared By Wendy Zuber

Email wendy.zuber@greatminds.org

Contact Name Stacey Davidson

Phone (606) 693-4916

Email stacey.davidson@breathitt.kyschools.us

Bill To Name Breathitt County Schools

Bill To 420 Court Street
Jackson, KY 41339
US

Ship To Breathitt County Schools

Ship To 420 Court Street
Jackson, KY 41339
US

Make payment to: Great Minds
Great Minds LLC Tax ID: 37-1841659

Phone (toll free): 844-853-1010
Fax: 202-449-9504
Email: ordertracking@greatminds.org

Mail payment to:
Great Minds
55 M Street SE, Suite 340
Washington, DC 20003

Product	Product Description	ISBN	Standard Price	Discount	Quote Price	Quantity	Total Price
Eureka Math Digital Suite: PK-12, 12-month subscription	Eureka Math - A Story of Units, Ratios, and Functions Digital Suite Online Version (Navigator), Grades PK-12 + Teach Eureka PD Video Series, 12-Month Subscription	978-1-63255-219-8	\$190.00	20.00%	\$152.00	55.00	\$8,360.00
Eureka Math Affirm, Gr 10-12, School Year Student License	Eureka Math, Affirm Digital Assessment and Practice, Gr 10-12, School Year Student License		\$0.00		\$0.00	397.00	\$0.00
Eureka Math, Affirm, Gr 1-9, School Year Student License	Eureka Math, Affirm Digital Assessment and Practice, Grades 1-9, School Year Student License		\$7.00	14.29%	\$6.00	1,206.00	\$7,235.64
WW Daily Rate Requiring Air Travel	Wit & Wisdom Onsite PD Day - 7 hours		\$3,500.00	0.00%	\$3,500.00	1.00	\$3,500.00
Moving Forward with Wit & Wisdom	Moving Forward with Wit & Wisdom	GM-00289	\$0.00		\$0.00	60.00	\$0.00
Wit & Wisdom Grade K Assessment Pack: Modules 1-4	Wit & Wisdom Grade K Assessment Pack: Modules 1-4	978-1-68386-618-3	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade K Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade K Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-609-1	\$20.58	20.00%	\$16.46	133.00	\$2,189.71

ATTACHMENT A YEAR 1 PRICING

GREAT MINDS

Great Minds Quote

Wit & Wisdom Kindergarten Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade K	978-1-68386-900-9	\$190.00	100.00%	\$0.00	6.00	\$0.00
Wit & Wisdom Grade K Teacher Edition Set (Books #1-4; Modules 1-4)	Wit & Wisdom: Grade K Set Teacher Edition Books #1-4 (Modules 1-4)	978-1-68386-600-8	\$196.17	20.00%	\$156.94	6.00	\$941.62
Wit & Wisdom Grade 1 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 1 Assessment Pack	978-1-68386-619-0	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 1 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 1	978-1-68386-901-6	\$190.00	100.00%	\$0.00	6.00	\$0.00
Wit & Wisdom Grade 1 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 1 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-610-7	\$20.58	20.00%	\$16.46	121.00	\$1,992.14
Wit & Wisdom Grade 1 Teacher Edition Set (Books #1-4; Modules 1-4)	Wit & Wisdom: Grade 1 Set Teacher Edition Books #1-4 (Modules 1-4)	978-1-68386-601-5	\$196.17	20.00%	\$156.94	6.00	\$941.62
Wit & Wisdom Grade 2 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 2 Assessment Pack	978-1-68386-620-6	\$246.15	20.00%	\$196.92	4.00	\$787.68
Wit & Wisdom Grade 2 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 2	978-1-68386-902-3	\$190.00	100.00%	\$0.00	6.00	\$0.00
Wit & Wisdom Grade 2 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 2 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-611-4	\$20.58	20.00%	\$16.46	117.00	\$1,926.29
Wit & Wisdom Grade 2 Teacher Edition Set (Books #1-4; Modules 1-4)	Wit & Wisdom: Grade 2 Set Teacher Edition Books #1-4 (Modules 1-4)	978-1-68386-602-2	\$196.17	20.00%	\$156.94	6.00	\$941.62
Wit & Wisdom Grade 3 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 3 Assessment Pack	978-1-68386-621-3	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 3 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 3	978-1-68386-903-0	\$190.00	100.00%	\$0.00	6.00	\$0.00
Wit & Wisdom Grade 3 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 3 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-612-1	\$20.58	20.00%	\$16.46	125.00	\$2,058.00
Wit & Wisdom Grade							

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3 Teacher Edition Set (Books #1-4; Modules 1-4)	Wit & Wisdom: Grade 3 Set Teacher Edition Books #1-4 (Modules 1-4)	978-1-68386-603-9	\$196.17	20.00%	\$156.94	6.00	\$941.62
Wit & Wisdom Grade 4 Assessment Pack: Modules 1-4 Set of 30	Wit & Wisdom Grade 4 Assessment Pack	978-1-63255-128-3	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 4 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 4	978-1-68386-904-7	\$190.00	100.00%	\$0.00	5.00	\$0.00
Wit & Wisdom Grade 4 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 4 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-613-8	\$20.58	20.00%	\$16.46	133.00	\$2,189.71
Wit & Wisdom Grade 4 Teacher Edition Set (Books #1-4; Modules 1-4)	Wit & Wisdom: Grade 4 Set Teacher Edition Books #1-4 (Modules 1-4)	978-1-63255-157-3	\$196.17	20.00%	\$156.94	5.00	\$784.68
Wit & Wisdom Grade 5 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 5 Assessment Pack	978-1-68386-623-7	\$246.15	20.00%	\$196.92	4.00	\$787.68
Wit & Wisdom Grade 5 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 5	978-1-68386-905-4	\$190.00	100.00%	\$0.00	3.00	\$0.00
Wit & Wisdom Grade 5 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 5 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-614-5	\$20.58	20.00%	\$16.46	118.00	\$1,942.75
Wit & Wisdom Grade 5 Teacher Edition Set (Books #1-4; Modules 1-4)	Wit & Wisdom: Grade 5 Set Teacher Edition Books #1-4 (Modules 1-4)	978-1-68386-605-3	\$196.17	20.00%	\$156.94	3.00	\$470.81
Wit & Wisdom Grade 6 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 6 Assessment Pack	978-1-68386-624-4	\$246.15	20.00%	\$196.92	6.00	\$1,181.52
Wit & Wisdom Grade 6 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 6	978-1-68386-906-1	\$190.00	100.00%	\$0.00	4.00	\$0.00
Wit & Wisdom Grade 6 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 6 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-615-2	\$20.58	20.00%	\$16.46	160.00	\$2,634.24
Wit & Wisdom Grade 6 Teacher Edition Set (Books #1-4; Modules 1-4)	Wit & Wisdom: Grade 6 Set Teacher Edition Books #1-4 (Modules 1-4)	978-1-68386-606-0	\$196.17	20.00%	\$156.94	4.00	\$627.74
Wit & Wisdom Grade							

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7 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 7 Assessment Pack	978-1-68386-625-1	\$246.15	20.00%	\$196.92	6.00	\$1,181.52
Wit & Wisdom Grade 7 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 7	978-1-68386-907-8	\$190.00	100.00%	\$0.00	1.00	\$0.00
Wit & Wisdom Grade 7 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 7 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-616-9	\$20.58	20.00%	\$16.46	152.00	\$2,502.53
Wit & Wisdom Grade 7 Teacher Edition Set (Books #1-4; Modules 1-4)	Wit & Wisdom: Grade 7 Set Teacher Edition Books #1-4 (Modules 1-4)	978-1-68386-607-7	\$196.17	20.00%	\$156.94	1.00	\$156.94
Wit & Wisdom Grade 8 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 8 Assessment Pack	978-1-68386-626-8	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 8 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 8	978-1-68386-908-5	\$190.00	100.00%	\$0.00	1.00	\$0.00
Wit & Wisdom Grade 8 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 8 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-617-6	\$20.58	20.00%	\$16.46	138.00	\$2,272.03
Wit & Wisdom Grade 8 Teacher Edition Set (Books #1-4; Modules 1-4)	Wit & Wisdom: Grade 8 Set Teacher Edition Books #1-4 (Modules 1-4)	978-1-68386-608-4	\$196.17	20.00%	\$156.94	1.00	\$156.94
Wit & Wisdom Digital Teacher Edition Bundle for Grades 6-8	Wit & Wisdom Edition 1-Modules 1-4-Digital Teacher Edition Grades 6-8 Bundle	978-1-68386-942-9	\$299.00	100.00%	\$0.00	16.00	\$0.00
Wit & Wisdom Digital Teacher Edition Bundle for Grades K-5	Wit & Wisdom Edition 1-Modules 1-4-Digital Teacher Edition Grades K-5 Bundle	978-1-68386-941-2	\$499.00	100.00%	\$0.00	45.00	\$0.00
Geodes Level 1: Print Classroom Kit (20)	Geodes Level 1: Print Classroom Kit (20) - Contains 6 Copies of each color book, 20 copies of each My Geode book, Geode Box, Inside Geodes Teacher Guide, and special display pieces	978-1-64054-628-8	\$3,695.00	5.00%	\$3,510.25	6.00	\$21,061.50
EM Daily Rate Requiring Air Travel	Eureka Math Onsite PD Day - 7 hours		\$5,200.00	32.69%	\$3,500.12	2.00	\$7,000.24

Subtotal \$132,586.47
Discount 38.39%



ATTACHMENT A YEAR 1 PRICING

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Total Price	\$81,689.75
Shipping Charges	\$4,573.46
Sales Tax	\$0.00
Grand Total	\$86,263.21

Great Minds Policies

Returns: Returned items must be received within 45 days of receipt. Returned items will incur a \$50 return fee and 10% restocking fee and damaged items will not be credited. A completed return authorization will be required for processing.

Reporting Missing/Damaged Materials:

Damaged and missing materials must be reported to Customer Success via shipping@greatminds.org within 10 days of arrival in order to be replaced at no cost.



ATTACHMENT A YEAR 2-5 PRICING

Great Minds Quote

Created Date 10/17/2018

Expiration Date 11/16/2018

Quote Number 00050018

Prepared By Wendy Zuber

Email wendy.zuber@greatminds.org

Contact Name Stacey Davidson

Phone (606) 693-4916

Email stacey.davidson@breathitt.kyschools.us

Bill To Name Breathitt County Schools

Bill To 420 Court Street
Jackson, KY 41339
US

Ship To Breathitt County Schools

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US

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Great Minds LLC Tax ID: 37-1841659

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Fax: 202-449-9504
Email: ordertracking@greatminds.org

Mail payment to:
Great Minds
55 M Street SE, Suite 340
Washington, DC 20003

Product	Product Description	ISBN	Standard Price	Discount	Quote Price	Quantity	Total Price
Wit & Wisdom Digital Teacher Edition Bundle for Grades K-5	Wit & Wisdom Edition 1-Modules 1-4-Digital Teacher Edition Grades K-5 Bundle	978-1-68386-941-2	\$499.00	100.00%	\$0.00	45.00	\$0.00
Wit & Wisdom Digital Teacher Edition Bundle for Grades 6-8	Wit & Wisdom Edition 1-Modules 1-4-Digital Teacher Edition Grades 6-8 Bundle	978-1-68386-942-9	\$299.00	100.00%	\$0.00	16.00	\$0.00
Wit & Wisdom Grade K Assessment Pack: Modules 1-4	Wit & Wisdom Grade K Assessment Pack: Modules 1-4	978-1-68386-618-3	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Kindergarten Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade K	978-1-68386-900-9	\$190.00	100.00%	\$0.00	6.00	\$0.00
Wit & Wisdom Grade K Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade K Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-609-1	\$20.58	20.00%	\$16.46	130.00	\$2,140.32
Wit & Wisdom Grade 1 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 1 Assessment Pack	978-1-68386-619-0	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 1 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 1	978-1-68386-901-6	\$190.00	100.00%	\$0.00	6.00	\$0.00
Wit & Wisdom Grade 1 Student Edition Set (Modules 1-4; Books	Wit & Wisdom: Grade 1 Student Set						



ATTACHMENT A YEAR 2-5 PRICING

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#1-4)	Student Workbooks #1-4 (Modules 1-4)	978-1-68386-610-7	\$20.58	20.00%	\$16.46	130.00	\$2,140.32
Wit & Wisdom Grade 2 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 2 Assessment Pack	978-1-68386-620-6	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 2 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 2	978-1-68386-902-3	\$190.00	100.00%	\$0.00	6.00	\$0.00
Wit & Wisdom Grade 2 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 2 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-611-4	\$20.58	20.00%	\$16.46	130.00	\$2,140.32
Wit & Wisdom Grade 3 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 3 Assessment Pack	978-1-68386-621-3	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 3 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 3	978-1-68386-903-0	\$190.00	100.00%	\$0.00	6.00	\$0.00
Wit & Wisdom Grade 3 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 3 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-612-1	\$20.58	20.00%	\$16.46	130.00	\$2,140.32
Wit & Wisdom Grade 4 Assessment Pack: Modules 1-4 Set of 30	Wit & Wisdom Grade 4 Assessment Pack	978-1-63255-128-3	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 4 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 4	978-1-68386-904-7	\$190.00	100.00%	\$0.00	5.00	\$0.00
Wit & Wisdom Grade 4 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 4 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-613-8	\$20.58	20.00%	\$16.46	130.00	\$2,140.32
Wit & Wisdom Grade 5 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 5 Assessment Pack	978-1-68386-623-7	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 5 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 5	978-1-68386-905-4	\$190.00	100.00%	\$0.00	3.00	\$0.00
Wit & Wisdom Grade 5 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 5 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-614-5	\$20.58	20.00%	\$16.46	130.00	\$2,140.32
Wit & Wisdom Grade 6 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 6 Assessment Pack	978-1-68386-624-4	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 6 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 6	978-1-68386-906-1	\$190.00	100.00%	\$0.00	4.00	\$0.00
Wit & Wisdom Grade 6 Student	Wit & Wisdom: Grade 6 Student Set						

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Edition Set (Modules 1-4; Books #1-4)	Student Workbooks #1-4 (Modules 1-4)	978-1-68386-615-2	\$20.58	20.00%	\$16.46	130.00	\$2,140.32
Wit & Wisdom Grade 7 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 7 Assessment Pack	978-1-68386-625-1	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 7 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 7	978-1-68386-907-8	\$190.00	100.00%	\$0.00	1.00	\$0.00
Wit & Wisdom Grade 7 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 7 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-616-9	\$20.58	20.00%	\$16.46	130.00	\$2,140.32
Wit & Wisdom Grade 8 Assessment Pack: Modules 1-4	Wit & Wisdom Grade 8 Assessment Pack	978-1-68386-626-8	\$246.15	20.00%	\$196.92	5.00	\$984.60
Wit & Wisdom Grade 8 Digital Teacher Edition--Modules 1-4	Wit & Wisdom Edition 1- Modules 1-4 Digital Teacher Edition Grade 8	978-1-68386-908-5	\$190.00	100.00%	\$0.00	1.00	\$0.00
Wit & Wisdom Grade 8 Student Edition Set (Modules 1-4; Books #1-4)	Wit & Wisdom: Grade 8 Student Set Student Workbooks #1-4 (Modules 1-4)	978-1-68386-617-6	\$20.58	20.00%	\$16.46	130.00	\$2,140.32

Subtotal	\$69,614.35
Discount	59.60%
Total Price	\$28,124.28
Shipping Charges	\$1,757.79
Sales Tax	\$0.00
Grand Total	\$29,882.07

Great Minds Policies

Returns: Returned items must be received within 45 days of receipt. Returned items will incur a \$50 return fee and 10% restocking fee and damaged items will not be credited. A completed return authorization will be required for processing.

Reporting Missing/Damaged Materials:

Damaged and missing materials must be reported to Customer Success via shipping@greatminds.org within 10 days of arrival in order to be replaced at no cost.

Barnes & Noble Quote 850709

CRM2953@bn.com

Thu 9/27/2018 10:16 AM

To: Davidson, Stacey - DAC/Curriculum Coordinator <stacey.davidson@breathitt.kyschools.us>;

cc:tbarnett@bn.com <tbarnett@bn.com>;

**Barnes & Noble
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Stacey Davidson**School/Company:****Store Contact:** Andrea Boettcher**Contact Phone:** (859) 543-8518**Store Fax No.:** (859) 543-1167**Preparation Date:** 09/27/2018**Order Due Date:** 10/09/2018**Customer
Phone:**

(606) 693-4916

**Customer
Email:**

stacey.davidson@breathitt.kyschools.us

Product	Title	Author	Publisher	Discount Format Allowed	Destination	Quantity	List Price	% Off	Quoted Price	Extended Price
9780312367510	Action Jackson	Jan Greenberg	Square Fish	TP	Ship-to-Store	90	8.99	25.0%	6.74	606.60
9780142401873	Adelita: A Mexican Cinderella Story	Tomie dePaola	Penguin Young Readers Group	TP	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9780531292754	Africa	Rebecca Hirsch	Scholastic Library Publishing	TP	Ship-to-Store	90	5.95	25.0%	4.46	401.40
9780449213940	All Quiet on the Western Front	Erich Maria Remarque	Random House Publishing Group	MM	Ship-to-Store	30	6.99	25.0%	5.24	157.20
9780786810772	Alvin Alley	Andrea Davis Pinkney	Disney Press	TP	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9780395776087	American Plague: The True and Terrifying Story of the Yellow Fever Epidemic of 1793	Jim Murphy	Houghton Mifflin Harcourt	TC	Ship-to-Store	15	21.99	25.0%	16.49	247.35
9780312535667	Amos and Boris	William Steig	Square Fish	TP	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9780156031448	Animals in Translation: Using the Mysteries of Autism to Decode Animal Behavior	Temple Grandin	Houghton Mifflin Harcourt	TP	Ship-to-Store	60	15.95	25.0%	11.96	717.60
9780531292761	Antarctica	Rebecca Hirsch	Scholastic Library Publishing	TP	Ship-to-Store	90	5.95	25.0%	4.46	401.40
9780531292778	Asia	Rebecca Hirsch	Scholastic Library Publishing	TP	Ship-to-Store	90	5.95	25.0%	4.46	401.40
9780531292785	Australia	Rebecca Hirsch	Scholastic Library Publishing	TP	Ship-to-Store	90	5.95	25.0%	4.46	401.40
9781846863332	Barefoot Books World Atlas	Nick Crane	Barefoot Books	TC	Ship-to-Store	36	19.99	25.0%	14.99	539.64
9780698118713	Bigfoot Cinderrrella	Tony Johnston	Penguin Young Readers Group	TP	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9780812974010	Black Swan Green	David Mitchell	Random House Publishing Group	TP	Ship-to-Store	60	17.00	25.0%	12.75	765.00
9780142409329	Blood on the River: James Town, 1607	Elisa Carbone	Penguin Young Readers Group	TP	Ship-to-Store	120	7.99	25.0%	5.99	718.80
9781550743265	Bone Button Borscht	Aubrey Davis	Kids Can Press, Limited	TP	Ship-to-Store	36	7.95	25.0%	5.96	214.56

9780803735118	Boy Who Harnessed the Wind: Picture Book Edition	William Kamkwamba	Penguin Young Readers Group	TC	Ship-to-Store	6	17.99	25.0%	13.49	80.94
9780395664124	Boys' War: Confederate and Union Soldiers Talk About the Civil War	Jim Murphy	Houghton Mifflin Harcourt	TP	Ship-to-Store	45	9.99	25.0%	7.49	337.05
9780312564223	Brave Irene: A Picture Book	William Steig	Square Fish	TP	Ship-to-Store	6	7.99	25.0%	5.99	35.94
9780553494105	Bud, Not Buddy	Christopher Paul Curtis	Random House Children's Books	MM	Ship-to-Store	120	7.99	25.0%	5.99	718.80
9780525422150	Buffalo Are Back	Jean Craighead George	Penguin Young Readers Group	TC	Ship-to-Store	18	17.99	25.0%	13.49	242.82
9780763621643	Castle Diary: The Journal of Tobias Burgess	Richard Platt	Candlewick Press	TP	Ship-to-Store	30	6.99	25.0%	5.24	157.20
9780689848889	Cendrillon: A Caribbean Cinderella	Robert D. San Souci	Aladdin	TP	Ship-to-Store	6	8.99	25.0%	6.74	40.44
9780689835681	Chicka Chicka Boom Boom	Bill Martin Jr.	Beach Lane Books	TP	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9780689814747	Cinderella	Marcia Brown	Aladdin	TP	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9781580892094	Circulatory Story	Mary Corcoran	Charlesbridge	TP	Ship-to-Store	75	7.95	25.0%	5.96	447.00
9780312661052	Claudette Colvin: Twice Toward Justice	Phillip Hoose	Square Fish	TP	Ship-to-Store	30	12.99	25.0%	9.74	292.20
9780142405963	Code Talker: A Novel about the Navajo Marines of World War Two	Joseph Bruchac	Penguin Young Readers Group	TP	Ship-to-Store	30	8.99	25.0%	6.74	202.20
9780147511621	Colonial Voices: Hear Them Speak	Kay Winters	Penguin Young Readers Group	TP	Ship-to-Store	75	8.99	25.0%	6.74	505.50
9780679887850	Color of His Own	Leo Lionni	Random House Children's Books	TP	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9780590441513	Coming to America: The Story of Immigration	Betsy Maestro	Scholastic, Inc.	TC	Ship-to-Store	90	17.99	25.0%	13.49	1214.10
9780822546399	Communication	Robin Nelson	Lerner Publishing Group	TP	No Add'l Discount Ship-to-Store	36	6.99	0.0%	6.99	251.64
9780544107717	Crossover	Kwame Alexander	Houghton Mifflin Harcourt	TC	Ship-to-Store	30	16.99	25.0%	12.74	382.20
9780756640057	DK Readers L2: Journey of a Pioneer	Patricia J. Murphy	DK	TP	Ship-to-Store	90	3.99	25.0%	2.99	269.10
9780531207314	Digestive System	Christine Taylor-Butler	Scholastic Library Publishing	TP	Ship-to-Store	90	6.95	25.0%	5.21	468.90
9781433336775	Digestive System (TIME FOR KIDS Nonfiction Readers)	Jennifer Prior	Teacher Created Materials	TP	Ship-to-Store	6	8.99	25.0%	6.74	40.44
9780618335237	Emma's Rug	Allen Say	Houghton Mifflin Harcourt	TP	Ship-to-Store	6	7.99	25.0%	5.99	35.94
9780531292792	Europe	Rebecca Hirsch	Scholastic Library Publishing	TP	Ship-to-Store	90	5.95	25.0%	4.46	401.40
9780892392070	Family Pictures / Cuadros de familia (15th Anniversary Edition/Edición Quinceañera)	Carmen Lomas Garza	Lee & Low Books, Inc.	TP	Ship-to-Store	6	9.95	25.0%	7.46	44.76
9780375844706	Fantastic Undersea Life of Jacques Cousteau	Dan Yaccarino	Random House Children's Books	TP	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9780307976079	Farewell to Manzanar	Jeanne Houston	Random House Children's Books	TP	Ship-to-Store	30	9.99	25.0%	7.49	224.70
9780545099936	Farm Animals	Wade Cooper	Scholastic, Inc.	TP	Ship-to-Store	90	3.99	25.0%	2.99	269.10
9780064450959	Feel the Wind	Arthur Dorros	HarperCollins Publishers	TP	Ship-to-Store	90	5.99	25.0%	4.49	404.10
9780688065188	Feelings	Aliki	HarperCollins Publishers	TP	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9781426300424	George vs. George: The American Revolution as Seen from Both Sides	Rosalyn Schanzer	National Geographic Society	TP	Ship-to-Store	75	6.95	25.0%	5.21	390.75
9781429680233	Giant Squid: Searching for a Sea Monster	Mary M. Cerullo	Capstone Press	TP	Ship-to-Store	90	8.95	25.0%	6.71	603.90
9780547152295	Gifts from the Gods: Ancient Words and Wisdom from Greek and Roman Mythology	Lise Lunge-Larsen	Houghton Mifflin Harcourt	LB	Ship-to-Store	75	18.99	25.0%	14.24	1068.00
9780140502763	Gilberto and the Wind	Marie Hall Ets	Penguin Young Readers Group	MM	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9780805079531	Glass Slipper, Gold Sandal: A Worldwide Cinderella: A Worldwide Cinderella	Paul Fleischman	Henry Holt and Co. (BYR)	TC	Ship-to-Store	6	17.99	25.0%	13.49	80.94
9780064451741	Good Enough to Eat: A	Lizzy Rockwell	HarperCollins	TP	Ship-to-	90	7.99	25.0%	5.99	539.10

	Kid's Guide to Food and Nutrition		Publishers		Store					
9780547076805	Grandfather's Journey	Allen Say	Houghton Mifflin Harcourt	TP	Ship-to-Store	90	7.99	25.0%	5.99	539.10
9780394800165	Green Eggs and Ham	Dr. Seuss	Random House Children's Books	TC	Ship-to-Store	180	9.99	25.0%	7.49	1348.20
9781416936473	Hatchet (Brian's Saga Series #1)	Gary Paulsen	Simon & Schuster Books For Young Readers	TP	Ship-to-Store	150	8.99	25.0%	6.74	1011.00
9780807204771	Hatchet (Brian's Saga Series #1)	Gary Paulsen	Penguin Random House Audio Publishing Group	CD	Ship-to-Store	5	25.00	25.0%	18.75	93.75
9780822546436	Horne	Robin Nelson	Lerner Publishing Group	TP	No Add'l Discount Ship-to-Store	36	6.99	0.0%	6.99	251.64
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9780803729353	Little Red Hen	none	Penguin Young Readers Group	TC	Ship-to-Store	90	17.99	25.0%	13.49	1214.10
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