



Houghton Mifflin Harcourt

Proposal

Prepared For

Larry A Ryle High School

10379 US Highway 42
Union KY 41091

Attention:

Matt Shafer

matt.shafer@boone.kyschools.us

For the Purchase of:

Read 180 Universal

Prepared By

Jonathan Broyles

jonathan.broyles@hmc.co

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Attention:
Matt Shafer
matt.shafer@boone.kyschools.us

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199

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InterventionSolutionsOrders@hmc.co

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<u>R180 U Stage C</u>					
Student Subscription Package					
9781328019042	READ 180 Universal Stage C Student Subscription Package 1 Year Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and Real Book for 1 student. Software to be hosted by HMH.	\$199.00	150	\$29,850.00	
Total for Student Subscription Package		\$29,850.00			
Teacher Subscription					
9781328019967	Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription	\$299.00			5
Total for Teacher Subscription		\$0.00			
Classroom Packages					
9781328017659	READ 180 Universal Stage C Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each)	\$4,499.00	4	\$17,996.00	
Total for Classroom Packages		\$17,996.00			
A la Carte Items					
9781328001375	READ 180 Universal Stage C Blended Learning Handbook	\$475.00	5	\$2,375.00	
9780545890175	READ 180 Universal Assessment & Analytics Guide	\$100.00	5	\$500.00	
9781328000804	READ 180 Universal Professional Learning Guide	\$75.00	5	\$375.00	
Total for A la Carte Items		\$3,250.00			
Total for R180 U Stage C		\$51,096.00			
<u>Professional Development Services</u>					
Implementation Services					
9781328038760	READ 180 Universal Getting Started Live Online 6, 1-Hour Course Bundle The Getting Started with READ 180 Universal live online course will prepare participants to successfully start teaching with READ 180 Universal, using the Interchangeable Literacy License. Through a flexible delivery model of multiple live online sessions participants, will learn key program features and experience integral components firsthand. They interpret progress, performance, and assessment data to inform instruction and support students toward reading achievement.	\$2,400.00	1	\$2,400.00	
Total for Implementation Services		\$2,400.00			
Coaching					
9781328026392	READ 180 Universal Online Coaching Membership Strengthen your teaching practice through Online Coaching Membership. Online coaching helps teachers and instructional coaches integrate new skills immediately into their practice. Our online coaching powered by HMH Coaching Studio can include lesson modeling, lesson planning, and data analysis. This annual online coaching membership includes 8 online sessions, available through the membership term, that are designed for a team of up to 5 educators. Additional sessions and HMH Coaching Studio licenses may be purchased and added to this annual membership as needed.	\$4,200.00	1	\$4,200.00	
Attention: Matt Shafer matt.shafer@boone.kyschools.us		Intervention Solutions Group 255 38 th Avenue, Suite L St. Charles, IL 60174 FAX: 877-287-8199 InterventionSolutionsOrders@hnhco.com			
HMH Confidential and Proprietary					
008011359	Sold:0000115380 Ship:0000271099	Page 2 of 4	Please submit this form with your purchase order		

Proposal for
Larry A Ryle High School

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Coaching		\$4,200.00			
Total for Professional Development Services		\$6,600.00			

<i>Total Savings:</i>	\$1,495.00
<i>Subtotal Purchase Amount:</i>	\$57,696.00
<i>Shipping & Handling:</i>	\$4,087.68
<i>Sales Tax:</i>	\$0.00
Total Cost of Proposal (PO Amount):	\$61,783.68

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St. Charles, IL 60174
FAX: 877-287-8199

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Total Cost of Proposal (PO Amount): \$61,783.68

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- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development

- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Larry A Ryle High School

Sold to:

Boone County School District

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
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Date of Proposal: 5/5/2021**Proposal Expiration Date: 6/19/2021****Houghton Mifflin Harcourt**

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7. **TAXES.** Where appropriate, Purchaser shall provide HMH with a duly executed tax certificate indicating that such purchase is for exemption or resale and listing Purchaser's sales tax registration number for each state into which HMH's Products will be delivered. HMH shall have no liability for any tax required to be billed, collected, and/or remitted by Purchaser as a result of sales of Products made by Purchaser, and Purchaser shall defend, indemnify, and hold harmless HMH against all losses, penalties, interest, and expense (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes.
8. **CHANGES CANCELLATION AND DEFAULT.** HMH may make changes in quantities, case packs, specifications, delivery schedules, method of shipment, and packaging, and may cancel or terminate work on any order for its own convenience, in whole or in part, by written or electronic notice at any time. Any changes to orders requested by Purchaser may be approved or rejected in HMH's sole and absolute discretion. If the Products purchased from HMH are not as described, Purchaser's sole remedy is to return it in unused condition, complete and undamaged, in the original packaging. In the event of any default or breach by Purchaser of these Terms, HMH will have available all remedies under applicable law.
9. **NO RESPONSIBILITY TO SELL MISPRICED MERCHANDISE.** HMH does its best to describe every product offered as accurately as possible. However, HMH does not warrant that the Products, specifications, pricing, or other content we provide in catalogs or elsewhere is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications of any Products, HMH shall have the right to refuse or cancel any orders in its sole discretion. If HMH charged Purchaser's credit card prior to cancellation, HMH will issue a credit to Purchaser's credit card account in the amount of the charge.
10. **RECALLS.** In the event a Product is the subject of a recall by HMH, HMH shall be responsible only for, at HMH's election: (a) supplying Purchaser with corrected versions of the recalled Product(s) in a quantity equal to the quantity recalled; or (b) reimbursing Purchaser for the costs paid by Purchaser to HMH for such Products upon the return thereof.
11. **COMPLIANCE WITH LAWS.** Purchaser shall comply with all applicable laws and regulations applicable to the purchase and use of Products and/or the resale of Products.
12. **HMH'S INTELLECTUAL PROPERTY RIGHTS.** The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of HMH or its licensors and is protected by copyright and other intellectual property rights.
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16. **SOLVENCY.** By ordering and accepting delivery of Products, Purchaser represents to HMH that Purchaser is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Purchaser orders and/or accepts delivery of any Products while insolvent, Purchaser shall immediately return all such Products to HMH, and any and all Products en route to Purchaser at such time shall be returned immediately upon Purchaser's receipt thereof. Events which shall be deemed to establish Purchaser's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Purchaser and/or Purchaser's admission of its inability to pay its debts when due.
17. **CLAIMS.** All claims relating to any shipment and/or applicable invoice and/or Products must be made in writing within 30 days of the date of the invoice. Any request for proof of delivery must be made within 30 days of the date of the invoice.
18. **INDEMNIFICATION.** To the extent allowed by law and subject to the right of Purchaser to raise the defense(s) of sovereign governmental or qualified immunity against third party claims, Purchaser will indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach of these Terms or from improper, illegal or unauthorized use, distribution or operation of the Products.
19. **DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY.** ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND HMH EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HMH AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) PURCHASER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY PURCHASER. HMH WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. HMH SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, HMH'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY PURCHASER IN WHOLE OR IN PART. IN NO EVENT SHALL HMH BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY PURCHASER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.
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