SCHOLASTIC EDUCATION SOLUTIONS

Scholastic Inc. | PO Box 639852 | Cincinnati, OH 45263-9852 | 800-724-2222 educationorders@scholastic.com | Tax ID:13-1824190

Customer Contact:

MIKE SHIRES BOONE COUNTY SCHOOLS michael.shires@boone.kyschools.us

Bill To: Ship To:

BOONE COUNTY SCHOOLS 8330 US HIGHWAY 42 FLORENCE, KY, 41042-9286,

USA

BOONE COUNTY SCHOOLS 8330 US HIGHWAY 42 FLORENCE, KY, 41042-9286, USA

Price Quote

Contact your Scholastic Representative with changes, questions, or to process your order.

Brent Porter

Phone: (502) 381-8488

Email: bporter@scholastic.com

PreK On My Way

Quote #: Q-246459
Date: 4/15/2024
Expires On: 6/14/2024
Account UCN: 600005161

Tax Exemption: Y

EULA on File: Accepted LI Member#: FC24517

FREE SHIPPING PER KPC CONTRACT CLS2022.023

Product	Source Code	Item Detail	Quantity	List Price	Your Price	Total Price
PreK On My Way English Complete Set	5PF	718316	20	\$3,933.33	\$2,950.00	\$59,000.00
					Subtotal:	\$59,000.00

^{*} Shipping and handing only applies to print materials.

^{**}State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101

* Shipping and Handling	0.00
Grand Total	\$59,000.00

Terms and Conditions:

This Price Quote is subject to the Customer Terms and Conditions of Scholastic Inc. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such <u>Terms and Conditions</u> (https://educationsolutions.scholastic.com/terms.html)

For Internal Use Only

- Opportunity Name: PreK On My Way
- Opportunity Id: 0068X00001LTjDQQA1

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BOONE COUNTY SCHOOLS 8330 US HIGHWAY 42 FLORENCE, KY, 41042-9286, USA BOONE COUNTY SCHOOLS 8330 US HIGHWAY 42 FLORENCE, KY, 41042-9286, USA

Price Quote

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Brent Porter

Phone: (502) 381-8488

Email: bporter@scholastic.com

PKOMW PL

Quote #: Q-246469
Date: 4/15/2024
Expires On: 6/15/2024
Account UCN: 600005161

Tax Exemption: Y

EULA on File: Accepted LI Member#: FC24517

Product	Source Code	Item Detail	Quantity	List Price	Your Price	Total Price
Getting Started with PreK On My Way AM/ PM Cohorts Full Day	4AZ	769688	2	\$3,499.00	\$3,499.00	\$6,998.00
					Subtotal:	\$6,998.00

^{*} Shipping and handing only applies to print materials.

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* Shipping and Handling	0.00
Grand Total	\$6,998.00

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For Internal Use Only

- Opportunity Name: PKOMW PL
- Opportunity Id: 0068X00001NgTV2QAN

4/17/24. 1:01 PM Terms

₩SCHOLASTIC

SCHOLASTIC EDUCATION PRODUCTS

TERMS & CONDITIONS

This Price Quote is subject to the Customer Terms & Conditions of Scholastic Inc. Issuance of purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Payment Terms

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- State law requires sales tax be added to your order unless we have sales tax exemption certificate on file.
- Tax on this quote may be your estimated tax; actual tax will be charged at the time of shipping.
- Scholastic terms are FOB shipping point unless otherwise noted on the purchase order.
- The Federal Tax ID # for Scholastic Inc. is 13-1824190.

Services Terms

Services: Prices are based upon total purchase and all services are to be billed at published rates. Customers must notify Scholastic in writing no less than five (5) business days in advance of any cancellation or rescheduling of training, in classroom support, or other on-site services. If such notice is not received by Scholastic, customers will be charged (or forfeit prepayment) for canceled or missed days. Unless otherwise noted, all services must be delivered within 18 months of purchase. We specifically disclaim any and all warranties, express or implied, including but not limited to any impliedwarranties or with regard to any licensed products. No part of the services or any related materials may be videotaped, audio taped, photographed, or in any way copied, excerpted, reproduced, or distributed without the prior written consent of Scholastic. We shall not be liable for any loss of profits, business, goodwill, data, damages, or interruption of business related to this agreement, nor for incidental or consequential merchantability or fitness of purpose.

4/17/24, 1:01 PM Terms

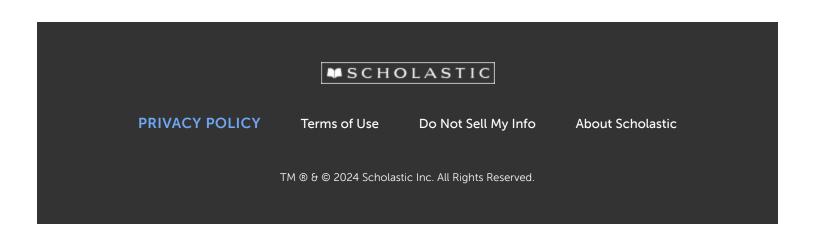
Return Policy

If you are not delighted with any item (excluding digital products, customized items, and library processing), you may return it for an exchange or refund within 30 days of receiving your merchandise. All merchandise must be returned in new condition with all original boxes, packing materials, documentation, and instructions. So that we may process your return quickly, please notify us prior to returning any merchandise by contacting customer care at 1-800-799-READ (7323).

Privacy Policy

Scholastic Inc. and its affiliates ("Scholastic," "we," "us," or "our") take your privacy seriously. This Privacy Policy explains what information we collect through our web sites, mobile applications or online services that link to this Privacy Policy (each, a "Site"), how we will use, disclose and protect this information, and how you can opt out of some of our uses and disclosures of your information. This Policy does not apply to information that we collect in other ways, such as over the phone, by mail, or in person, except where we specifically state otherwise or as required by law.

Learn more by visiting https://www.scholastic.com/privacy.htm



ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and **Scholastic Inc.** ("Scholastic"), and is intended to amend, modify, and supplement the End User License Agreement (hereinafter, the "Agreement") in effect between the parties in connection with the Vendor product PreK on My Way.

WHEREAS, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

- **Section 1.** Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that, except as required by law or law enforcement, or as it would otherwise be able to as a member of the general public, it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.
- **Section 2. Open Records.** Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.
- **Section 3.** Equitable Relief. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.
- **Section 4. Governance.** The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.
- **Section 5. Effect of Addendum.** The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and

agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement, which is 3-27-24.

BOONE COUNTY SCHOOL DISTRICT			
Ву:	Date:		
Printed Name:			
Title/Position: Boone County Schools, Board Chair			
Scholastic Inc.			
By: The alukom	Date: 4/1/24		
Printed Name: Toni Abrahams			

Title/Position: VP of Operations