



NOTICE OF PUBLIC MEETING of the Board of Directors of SOMERSET ACADEMY OF LAS VEGAS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF SOMERSET ACADEMY OF LAS VEGAS, A PUBLIC CHARTER SCHOOL, WILL CONDUCT A PUBLIC MEETING ON APRIL 28, 2025 BEGINNING AT 1:00 P.M. VIA ZOOM. THE PUBLIC IS INVITED TO ATTEND.

JOIN ZOOM WEBINAR:

[HTTPS://US02WEB.ZOOM.US/j/85928804607](https://us02web.zoom.us/j/85928804607) OR VIA PHONE +16694449171 +16699009128
WEBINAR ID: 859 2880 4607

ATTACHED HERETO IS AN AGENDA OF ALL ITEMS SCHEDULED TO BE CONSIDERED. UNLESS OTHERWISE STATED, THE BOARD CHAIRPERSON MAY 1) TAKE AGENDA ITEMS OUT OF ORDER, 2) COMBINE TWO OR MORE ITEMS FOR CONSIDERATION, OR 3) REMOVE AN ITEM FROM THE AGENDA OR DELAY DISCUSSION RELATING TO AN ITEM.

REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMMODATE PHYSICALLY DISABLED PERSONS DESIRING TO ATTEND OR PARTICIPATE IN THE MEETING. ANY PERSONS REQUIRING ASSISTANCE MAY CONTACT DENA THOMPSON AT (702) 431-6260 OR DENA.THOMPSON@ACADEMICANV.COM TWO BUSINESS DAYS IN ADVANCE SO THAT ARRANGEMENTS MAY BE CONVENIENTLY MADE.

DENA THOMPSON IS THE CONTACT PERSON FOR THE MEETING AGENDA, SUPPORT MATERIALS, AND MINUTES. THE MATERIALS ARE AVAILABLE VIA EMAIL AT DENA.THOMPSON@ACADEMICANV.COM, BY VISITING THE SCHOOL'S WEBSITE AT [HTTPS://SOMERSETACADEMYOFLASVEGAS.COM/](https://somersetacademyoflasvegas.com/), OR AT 6630 SURREY ST., LAS VEGAS, NV 89119 FOR COPIES OF THE MEETING AUDIO, PLEASE EMAIL DENA.THOMPSON@ACADEMICANV.COM.

PUBLIC COMMENT MAY BE LIMITED TO A MAXIMUM OF THREE MINUTES AT THE DISCRETION OF THE CHAIRPERSON.



We prepare students to excel in academics and attain knowledge through life-long learning by dedicating ourselves to providing Equitable, high-quality education for all students. We promote a culture that maximizes student achievement and fosters the development of accountable 21st Century learners in a safe and enriching environment.

Board of Directors

JOHN BENTHAM – Board Chair

LENORA BREDSGUARD – Board Vice Chair

TRAVIS MIZER – Board Secretary

MATT HURLEY – Board Treasurer

SARAH MCCLELLAN – Board Member

RENEE FAIRLESS – Board Member

MATT MORRIS – Board Member

MEETING OF THE BOARD OF DIRECTORS APRIL 28, 2025

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. PUBLIC COMMENT

(NO ACTION MAY BE TAKEN ON A MATTER RAISED DURING THIS AGENDA ITEM UNLESS IT IS INCLUDED AS AN ACTION ITEM ON THE CURRENT AGENDA, IN WHICH CASE ACTION MAY BE TAKEN DURING THE APPROPRIATE AGENDA ITEM, OR UNTIL IT HAS BEEN SPECIFICALLY ADDED TO A FUTURE AGENDA AS AN ITEM FOR POSSIBLE ACTION.)



3. CONSENT AGENDA (FOR POSSIBLE ACTION) *(ALL ITEMS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER SO REQUESTS, IN WHICH CASE THE ITEM(S) WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED ALONG WITH THE REGULAR ORDER OF BUSINESS.)*

- a. APPROVAL OF MINUTES FROM THE MARCH 31, 2025 BOARD MEETING
- b. APPROVAL OF THE MOUS WITH CSN FOR DUAL ENROLLMENT

4. ACTION & DISCUSSION ITEMS

- a. REVIEW AND APPROVAL OF TECH REFRESH FOR THE LONE MOUNTAIN CAMPUS (FOR POSSIBLE ACTION)
- b. REVIEW AND APPROVAL OF TECH REFRESH FOR THE SKY POINTE CAMPUS (FOR POSSIBLE ACTION)
- c. REVIEW AND APPROVAL OF QUOTE TO REPLACE ALL SOMERSET SERVERS (FOR POSSIBLE ACTION)
- d. REVIEW AND APPROVAL OF SKY POINTE CAMPUS CLASSROOM CARPET (FOR POSSIBLE ACTION)
- e. REVIEW AND APPROVAL OF THE PROCUREMENT OF CKLA CURRICULUM (FOR POSSIBLE ACTION)

5. LONG RANGE CALENDAR/ANNOUNCEMENT

6. MEMBER COMMENT

7. PUBLIC COMMENT *(NO ACTION MAY BE TAKEN ON ANY MATTER RAISED DURING THIS AGENDA ITEM UNTIL IT HAS BEEN SPECIFICALLY INCLUDED ON A FUTURE AGENDA AS AN ITEM FOR POSSIBLE ACTION)*

8. ADJOURN MEETING

THIS NOTICE AND AGENDA HAS BEEN POSTED ON OR BEFORE 9 A.M. ON THE THIRD WORKING DAY BEFORE THE MEETING AT THE FOLLOWING LOCATIONS:

- 1) SOMERSET ALIANTE CAMPUS – 6475 VALLEY DR., NORTH LAS VEGAS, NV 89084
- 2) SOMERSET LONE MOUNTAIN CAMPUS – 4491 N. RAINBOW BLVD., LAS VEGAS, NV 89108
- 3) SOMERSET LOSEE CAMPUS – 4650 LOSEE ROAD, NORTH LAS VEGAS, NV 89081
- 4) SOMERSET NORTH LAS VEGAS CAMPUS – 385 W. CENTENNIAL PKWY, NORTH LAS VEGAS, NV 89084
- 5) SOMERSET SKY POINTE CAMPUS – 7038 SKY POINTE DR., LAS VEGAS, NV 89131
- 6) SOMERSET SKYE CANYON CAMPUS – 8151 N. SHAUMBER ROAD, LAS VEGAS, NV 89166
- 7) SOMERSET STEPHANIE CAMPUS – 50 N. STEPHANIE ST., HENDERSON, NV 89074
- 8) [HTTPS://SOMERSETACADEMYOFLASVEGAS.COM/](https://somersetacademyoflasvegas.com/)
- 9) [HTTPS://NOTICE.NV.GOV/](https://notice.nv.gov/)

**SOMERSET ACADEMY OF LAS VEGAS
SUPPORT SUMMARY**

MEETING DATE: **APRIL 28, 2025**
AGENDA ITEM: **3 – CONSENT AGENDA**

SUBJECT: CONSENT AGENDA

☐ ACTION
☒ **CONSENT AGENDA**
☐ INFORMATION

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE THE ACTION ITEMS ON THE CONSENT AGENDA.

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **2-3 MINUTES**

BACKGROUND:

SUPPORT MATERIALS AND/OR BACKGROUND HAVE BEEN PROVIDED TO THE BOARD. ALL ACTION ITEMS ON THE CONSENT AGENDA WHICH ARE FOR ACTION MAY BE APPROVED WITH A SINGLE MOTION; HOWEVER, ANY INDIVIDUAL ITEM MAY BE REMOVED FOR SEPARATE DISCUSSION AT THE BOARD' DISCRETION.

ATTACHMENTS:

NONE

**SOMERSET ACADEMY OF LAS VEGAS
SUPPORT SUMMARY**

MEETING DATE: **APRIL 28, 2025**

AGENDA ITEM: **3a – APPROVAL OF MINUTES FROM THE MARCH 31, 2025 BOARD MEETING**

SUBJECT: MINUTES APPROVAL

☐ ACTION

☒ **CONSENT AGENDA**

☐ INFORMATION

CONTRIBUTOR(S): **DENA THOMPSON**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND:

MINUTES FROM THE MARCH 31, 2025 BOARD MEETING SHOULD BE REVIEWED BY THE BOARD FOR POSSIBLE APPROVAL AS PART OF THE CONSENT AGENDA.

ATTACHMENTS:

1. MARCH 31, 2025 BOARD MEETING MINUTES

**MINUTES
OF THE MEETING OF THE
BOARD OF DIRECTORS OF SOMERSET ACADEMY OF LAS VEGAS
MARCH 31, 2025**

The Board of Directors of Somerset Academy of Las Vegas held a public meeting on March 31, 2025, at 6:00 p.m. at 4650 Losee Road, North Las Vegas, NV 89081.

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 6:00 p.m. by Board Vice Chair LeNora. The following Board members were in attendance: LeNora Bredsguard, Travis Mizer, Sarah McClellan, Renee Fairless, and Matt Morris (at 6:03 p.m.).

Board Members John Bentham and Matt Hurley were not in attendance.

Also present were the following principals: Lee Esplin, Jessica Scobell, Shannon Manning, Cesar Tiu, Kate Lackey, and Mindi Palomeque. Other attendees included Assistant Principal Jessica Spalding, and Academics representatives Gary McClain, Trevor Goodsell, and Marla Devitt.

2. PUBLIC COMMENT

There was no public comment.

3. CONSENT AGENDA

- a. APPROVAL OF THE MINUTES FROM THE FEBRUARY 3, 2025 BOARD MEETING**
- b. APPROVAL OF THE MINUTES FROM THE MARCH 24, 2025 FINANCE COMMITTEE MEETING**
- c. APPROVAL OF RECOMMENDATIONS FROM THE FINANCE COMMITTEE**
 - 1. SCHOOL FINANCIAL PERFORMANCE (NOT FOR ACTION)**
 - 2. APPROVAL OF THE 2025/2026 SCHOOL YEAR INITIAL BUDGET**
 - 3. APPROVAL OF LOSEE MARCHING BAND UNIFORMS AND EQUIPMENT**
 - 4. APPROVAL OF LOSEE'S GYM FLOOR RESURFACING CONTRACT**

MEMBER McCLELLAN MOVED TO APPROVE THE CONSENT AGENDA. MEMBER FAIRLESS SECONDED THE MOTION, AND THE BOARD VOTED UNANIMOUSLY TO APPROVE.

4. ACTION & DISCUSSION ITEMS

a. SCHOOL INITIATIVE REPORT BY SOMERSET ADMINISTRATORS

The principals of Somerset Academy addressed the Board, providing updates on student achievement, intervention strategies, and extracurricular activities at their respective schools. Sky Pointe campus Principal Lee Esplin introduced Nicole Johnson, who would be joining their campus the next year as an assistant vice principal for the elementary school. Ms. Marcy Jacobs provided updates on recent events at Skypoint: There was a volleyball game that night, and a

leadership night on Thursday at 5:30 PM led by the junior lighthouse team. The theater program had produced a musical on April 10-12, and they were certified as a lighthouse school on April 14. There was a celebration for becoming a Purple Star school on April 21. A dance showcase on April 24-25 highlighted the team, which won state championships in pom and contemporary categories. Additionally, three pops concerts featured performances by the band and orchestra. The thespians' team, having won their state competition, would compete at the international level in Indiana in June. Finally, the band would perform at the Las Vegas Independence Day Festival in July.

Stephanie campus Assistant Principal Jessica Spalding shared updates from their campus: Stephanie's Principal, David Fossett, welcomed newborn twins, Betty and Benny, on March 8. The elementary school drone team had placed 4th and 5th in their last competition, qualifying for regionals in Northern California. Additionally, the robotics team had advanced to the state level and placed first in coding. They had successfully hosted their first leadership day on March 12, featuring student performances and a significant parent turnout. The recent i-Ready data showed most grade levels in the high achieving, high growth category, and they would receive a gold award from the MTSS initiative.

Aliante campus Principal Shannon Manning introduced her leadership team, including Morgan Carrona, Kelly Miller, and Jacquelyn Johnson. She shared campus updates: They had completed their Apex fundraiser, raising \$48,000 for the school. Their second leadership day was held on March 12 with a good parent turnout. They had hosted their first career day with various emergency services and 25 vendors. An upcoming STEAM night with a hydrogen ice cream truck was planned. They also had a military breakfast for their Purple Star designation on Friday. The school was gearing up for testing, with diagnostics the following week and SBAC on April 22. An incoming kindergarten orientation was set for April 16. The administrative team completed the P3 cohort and was implementing a summer bridge program for incoming kindergarteners. Construction on the middle school addition was scheduled to be completed on May 22.

North Las Vegas campus Principal Mindi Palomeque reported that they were fully staffed for the next year. They were conducting tutoring based on student data. They were having a career week, with VIP day on Wednesday featuring dignitaries from North Las Vegas speaking to 4th and 5th grade classes, and a first responders day on Friday.

Lone Mountain campus Principal Cesar Tiu announced that they were officially a purple star school, with the ceremony on April 21. They had a successful leadership day on March 12, attended by representatives from Ward 5. Their lighthouse review date was on the 15th. They sent four students to the global Ron Clark Amazing Shake competition, where they made it to the top 60 out of 400 kids. They started SBAC testing with sixth-grade CAT, and students reported that the passages were longer and harder, with more short answer response questions. They were celebrating their 10-year anniversary by bringing back students who opened the school in 2015.

Skye Canyon campus Principal Kate Lackey provided campus updates: They held a career day with 48 presenters, including emergency services and a judge. "Ray Strong Day" was

planned for April 25 to support a student diagnosed with leukemia, featuring t-shirt sales and a soccer game fundraiser. Upcoming end-of-year events included a field day, 5th grade recognition at city hall, middle school students going on out-of-state field trips, a talent show on April 17, and a middle school dance and carnival on May 9. Additionally, the middle school battle of the books team would be traveling to Florida from April 22-24.

Losee campus Principal Jessica Scobell provided updates: The Southern California Southern Nevada Explorers Camp Fire Camp was hosted during spring break, with 115 fire cadets living on campus for a week. Collaboration occurred with Kayla Cervantes, a math strategist, to discuss differentiation and student discourse in math classrooms. The boys bowling team won the Nevada 3A state championship, while the girls basketball team made it to the 4A state semifinals. The middle school boys basketball team won the 8th grade champions in their division. Senior Jocelyn Rubio Toscano was awarded a \$20,000 Hispanic Heritage and Latino Legacy Scholarship, and Joseph Keller earned the Engelstad Scholarship to attend UNLV for all four years. A fun run was held and \$20,000 was raised. An upcoming STEM night was scheduled for April 10, and a band festival was hosted before spring break, with plans to expand it the next year.

b. DISCUSSION AND POSSIBLE ACTION REGARDING BOARD MEMBER SEARCH

This item was tabled.

c. DISCUSSION AND POSSIBLE ACTION TO APPROVE ETHOS THREE ARCHITECTURE PROPOSAL FOR THE LONE MOUNTAIN GYM PHASE 1

Mr. Gary McClain addressed the Board and presented the Ethos Three Architecture proposal for the Lone Mountain Gym Phase 1. The total proposal was \$418,150, which included design through bidding (\$300,000) and construction administration and services (\$85,000). There was an additional option to design Phase 2 for \$40,000. Phase 1 included a 500-seat gymnasium, locker rooms, restrooms, and support space. Phase 2 would have been an auxiliary gymnasium. Mr. McClain recommended approving the full Ethos package for Phase 1 and Phase 2 design, as designing them together would be more cost-effective. The Board discussed the benefits of including Phase 2 in the design process.

MEMBER McCLELLAN MOVED TO APPROVE THE ETHOS THREE ARCHITECTURE PROPOSAL AS PRESENTED. MEMBER FAIRLESS SECONDED THE MOTION, AND THE BOARD VOTED UNANIMOUSLY TO APPROVE.

d. REVIEW AND APPROVAL OF THE 2025/2026 BOARD MEETING SCHEDULE

The Board reviewed the proposed 2025/2026 board meeting schedule.

MEMBER FAIRLESS MOVED TO ACCEPT THE CALENDAR AS PRESENTED. MEMBER MORRIS SECONDED THE MOTION AND THE BOARD VOTED UNANIMOUSLY TO APPROVE.

4. LONG RANGE CALENDAR/ANNOUNCEMENTS

The Board discussed upcoming events:

- Graduation was scheduled for Friday, May 23, at 7:00 PM

- The last day of school would be May 23
- SBAC testing was starting soon.

7. MEMBER COMMENT

Board members expressed excitement about the fourth quarter and upcoming events. They commended the administrators for their leadership development efforts and wished good luck for testing and graduation.

8. PUBLIC COMMENT

There was no public comment.

9. ADJOURN MEETING

THE MEETING ADJOURNED AT 6:35 P.M.

Approved on:

**Secretary of the Board of Directors
Somerset Academy of Las Vegas**

**SOMERSET ACADEMY OF LAS VEGAS
SUPPORT SUMMARY**

MEETING DATE: **APRIL 28, 2025**

AGENDA ITEM: **3b – APPROVAL OF THE MOUs WITH CSN FOR DUAL ENROLLMENT**

SUBJECT: MOUs FOR DUAL ENROLLMENT

☐ ACTION

☒ **CONSENT AGENDA**

☐ INFORMATION

CONTRIBUTOR(S): **PRINCIPAL LEE ESPLIN**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND:

THE CURRENT DUAL ENROLLMENT AGREEMENT WITH CSN IS SET TO EXPIRE. PRINCIPAL ESPLIN AND MICHAEL MUEHLE WORKED WITH CSN TO PREPARE A NEW AGREEMENT. THESE MOUs REPRESENT A RENEWAL OF THE EXISTING PARTNERSHIP.

ATTACHMENTS:

- 1. MOU FOR DUAL ENROLLMENT PROGRAM**
- 2. MOU FOR JUMPSTART CONCURRENT ENROLLMENT PROGRAM**

DUAL ENROLLMENT PROGRAM

MEMORANDUM OF UNDERSTANDING BETWEEN SOMERSET ACADEMY OF LAS VEGAS AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA

This Memorandum of Understanding (“**Agreement**” and “**MOU**”) is entered into between the Board of Regents of the Nevada System of Higher Education, on behalf of the College of Southern Nevada (“**CSN**”), and **Somerset Academy of Las Vegas** (“**SALV**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

RECITALS

WHEREAS, CSN has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school level.

WHEREAS, SALV desires that CSN provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

WHEREAS, SALV is a Nevada high school offering unique secondary educational opportunities to its students; and

WHEREAS, the Parties are willing to facilitate for selected SALV students a limited opportunity for enrollment in higher education courses at CSN; and

WHEREAS, the Nevada System of Higher Education (NSHE) *Handbook*, Title 4, Chapter 16, Section 2 provides for, in relevant part:

Dual and Early Enrollment for High School Students

1. High school students may enroll in an NSHE college or university, subject to the approval of appropriate institution officials.
2. The term “high school student(s)” includes students enrolled in a Nevada public or private high school, students enrolled in grades 9, 10, 11, and 12 in a charter school in Nevada, and students formally enrolled in a Nevada school district sponsored program designed to meet the requirements of an adult standard diploma.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. PURPOSE AND SCOPE OF DUAL ENROLLMENT PROGRAM

A. The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Credit Courses, as the term is defined below, to eligible and qualified SALV students.

B. The Parties acknowledge and endorse the need for collaboration in carrying out the

DUAL ENROLLMENT PROGRAM

conditions and intent of this Agreement and agree to use their reasonable efforts to provide the appropriate actions hereunder, and to make available to appropriate representatives in order to maximize the benefits hereunder consistent with their respective priorities, budgets, and other obligations.

II. DESCRIPTION OF DUAL ENROLLMENT PROGRAM

A. **Dual Enrollment Program.** A Dual Enrollment Program is a program which allows high school students to earn course credits that can simultaneously satisfy high school graduation requirements and college credits that can be applied towards college degrees or certification completion at any college or university under the jurisdiction of the Board of Regents of the Nevada System of Higher Education.

B. The Dual Enrollment Program offers courses to the students, defined as **Dual Credit Courses** for the purposes of this Agreement. A Dual Credit Course is a college course that has been approved by the Nevada Department of Education to satisfy specific high school graduation requirements.

C. **Modes of Dual Enrollment Instruction.** Dual Credit Course instruction can be delivered or taught by: 1) College faculty on their respective campuses; 2) college faculty at the students' high school campuses; 3) college faculty using online/remote modalities; and 4) high school teachers at their high school campuses but supervised by college faculty ("Concurrent Enrollment"). **For purposes of this Agreement, the mode of instruction shall be the mode of instruction taught by CSN's faculty at a CSN campus on their respective campuses or online.**

III. STUDENT ELIGIBILITY, QUALIFICATIONS, AND EXPECTATIONS

A. Admission into CSN's dual enrollment study is dependent upon a review of a completed application packet. Submitting an application does not guarantee a prospective student enrollment into the program.

B. The selection of SALV's students that will be able to enroll in CSN dual enrollment study courses pursuant to the terms of this MOU is exclusively reserved to SALV and must be approved by CSN. Both parties will coordinate to verify that selected students qualify for admission and enrollment pursuant to the terms of this MOU and applicable NSHE standards. Each first-time SALV student must complete the CSN online admission form. The completeness and accuracy of the admissions form is the responsibility of the student.

C. Each SALV student will be assigned a unique NSHE student identification number associated with their CSN educational record.

D. Each SALV student must participate in CSN's mandatory student orientation and orientation must be completed before scheduling an appointment with a CSN academic advisor or registering for classes.

E. Each SALV student must complete the CSN's current mathematics and English placement assessments prior to enrolling in their first mathematics or English course.

F. Academic Advising shall be the joint responsibility of CSN and SALV. Both

DUAL ENROLLMENT PROGRAM

Parties shall ensure that students enrolled in the Dual Credit Courses are provided support services as may be needed but at minimum each semester prior to enrolling.

G. SALV students who graduate with a certificate of achievement, and/or an associate degree may participate in the formal annual graduation ceremonies of CSN.

H. SALV students who enroll in CSN courses, regardless of location or delivery format, are subject to, and must comply with, all CSN policies (course enrollment, student conduct, etc.).

I. SALV students are expected to maintain satisfactory academic progress per CSN's policies associated with student probation and suspension. SALV students who do not maintain satisfactory academic progress may be placed on probation and/or may be suspended from CSN.

J. SALV students will be required to attend all enrolled courses on the dates, days, and times offered per CSN's official academic calendar. No classes will be scheduled for SALV students outside of the official CSN academic calendar.

K. CSN will only offer academic courses and other coursework at established CSN campuses and CSN learning sites. SALV students are responsible for their own transportation to and from any CSN campus or the Learning Center. CSN will have no role in the transportation of SALV students

L. SALV students in the dual enrollment program will be eligible to compete in SALV sports teams and interscholastic activities provided that they maintain the required GPA and attendance standards set by SALV.

IV. PROGRAM MANAGEMENT

A. CSN through its Academic Affairs Office will oversee the administration, instruction, and educational requirements for courses and programs offered by CSN and will work in collaboration with the principal of SALV to ensure a quality experience.

B. SALV students enrolled pursuant to the terms of this MOU will be limited to a maximum of eighteen (18) credit hours each fall and spring semester at CSN. SALV students may take up to nine (9) credits during the summer term at CSN.

C. Dual Enrollment Courses offered by CSN are part of the NSHE common course numbering system and transfer among all NSHE institutions.

V. FEES AND SUPPLIES

A. SALV is responsible for paying all fees applicable to SALV students enrolled at CSN. CSN will charge via CSN invoice within thirty (30) days of the start of the courses and SALV will remit payment of fees within thirty (30) days receipt of CSN's invoice, for each student enrolled in CSN courses. SALV may pursue grants and other funding opportunities to help support their students in the dual enrollment program. Notwithstanding any other provision herein, CSN will not allow any further SALV student enrollment pursuant to this Agreement if there is an outstanding CSN invoice that has not been paid.

B. The Board of Regents of NSHE govern all CSN fees and may change during the

DUAL ENROLLMENT PROGRAM

time this MOU is in effect. Any changes in fees noticed by CSN, shall be remitted on a prospective basis by SALV for newly enrolled students. NSHE approved fees include: registration fee, technology fee, and student union fees are charged per credit hour. Special course fees (if applicable) are charged per course.

C. As specified in the NSHE Board of Regents policy regarding distance education classes, students who register for online courses may be charged an e-Learning (Online Course) fee per course.

D. SALV must verify all fees with CSN Director of Student Accounts and Cashiering Services by December 31st of a current school year to go into effect for the following school year. Notwithstanding any other provision herein, CSN will not allow any further SALV student enrollment pursuant to this MOU if there is an outstanding CSN invoice that has not been paid. Refunds will be handled based upon the Board of Regents approved policy found in Chapter 7 of the Nevada System of Higher Education Procedures and Guidelines Manual. The following is a link to the manual: www.nshe.nevada.edu/regents/policies/.

E. Except for instances of fixed fees, all fees initiated by NSHE for dual enrollment are based on two varying categories of students. 1. Regular Students and 2. Students eligible for free and reduced lunch. Students who are eligible, and received free and reduced lunch, may qualify for a substantial per credit hour cost savings. All “other fees” remain constant, regardless of student status with no rate discount. In order for SALV students to capitalize on these savings a list of qualifying students, including NSHE student number, must be submitted to CSN’s Director of Early College by SALV, no later than 30 days prior to the start of the semester.

F. **Books and Supplemental Materials.** CSN is not responsible for purchasing or providing any required textbooks or supplemental material to SALV or SALV’s students. Required Dual Enrollment textbooks will be selected by CSN in accordance with the CSN approved textbook list. SALV or its students will be responsible for the purchase of all such required textbooks and supplemental materials.

VI. FERPA COMPLIANCE

The Parties agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), upon the terms and conditions set forth in Exhibit A to this Agreement. Exhibit A shall be attached hereto and incorporated by reference herein.

VII. DATA SHARING

The parties agree that they may have direct access to dual enrollment program students and prospective student’s identifiable information, to include, but not limited to, courses taken, GPA, class ranking, standardize placement assessment, is protected as “education records” under both state and federal laws for the purposes and intentions of direct contact. Release, sharing or any other disclosure of student identifiable information is prohibited.

VIII. RECORDS, TRANSCRIPT & TRANSFERABILITY OF COLLEGE CREDIT

Upon completion of the Dual Enrollment Course, credit and grade shall be placed on the student's high school and college transcripts in their respective standard formats and shall not be identified as Dual Enrollment on CSN's transcripts. Approved Dual Enrollment Courses are part of the NSHE common course numbering system and transfer among all NSHE institutions.

IX. STUDENTS WITH DISABILITIES

SALV will determine the appropriate accommodations for each qualified student with disabilities in accordance with the American's Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 or the Individuals with Disabilities Education Act (IDEA), as applicable, and submit appropriate documentation on students with disabilities to the CSN's Disabilities Resource Center, and implement accommodations or special education services as required by Federal and State law and as negotiated between the CSN Disability Resource Center and SALV.

SALV shall work with CSN in determining the appropriate accommodations or special education services as the Parties recognize that under the ADA, accommodations must only be reasonable and must not fundamentally alter the nature of the curriculum of the course. This means CSN cannot approve any accommodation that fundamentally alters the learning objectives of the course.

CSN shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services for CSN courses. SALV shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services for SALV courses.

X. TERM AND TERMINATION

A. This Agreement is effective as of the last date any authorized signatory affixes their signature below (Effective Date).

B. The Agreement shall be effective for five years.

C. Either party may terminate this Agreement for any reason following written notice of the intent to terminate, to the other Party, delivered not less than 30 days prior to the intended date of termination. Notwithstanding any termination under this Agreement, once a student has begun a Dual Enrollment Course and so long as the student remains in good standing in CSN and SALV, the student shall be allowed to finish the Dual Enrollment Course.

D. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this Agreement by either Party, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to either Party of any kind whatsoever.

XI. MISCELLANEOUS

A. **Compliance with Non-Discrimination Laws.** Both Parties agree to fully comply with all applicable state and federal non-discrimination laws. The Parties agree to accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.

B. **Background Checks.** SALV acknowledges CSN's current practice to perform standard background checks (i.e., no fingerprinting) for all newly hired faculty.

C. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between CSN and SALV on this topic of Dual Enrollment Courses between CSN and SALV, and supersedes all previous statements or agreements, whether oral or written.

D. **Modifications of the Agreement.** This Agreement may not be amended, supplemented, or modified except by mutual written agreement by the Parties.

E. **Invalid Provisions.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

F. **Non-Compliance Clause.** The Parties agree to adhere to the standards set forth in this Agreement. Any Parties' non-compliance with this Agreement may result in the other Party taking reasonable measures by the respective department to rectify and correct the non-compliance.

G. **Force Majeure.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of disease or other infections, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

H. **Governing Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Nevada, with venue in the City of Las Vegas, County of Clark.

I. **Assignment.** A Party may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

J. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a

DUAL ENROLLMENT PROGRAM

beneficiary hereunder.

K. **Severability and Waiver.** The partial or complete invalidity of any one or more of the provisions of this MOU will not affect the validity or continuing force and effect of any other provision. The failure of a Party hereto to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this MOU or to exercise any right herein, will not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

L. **No Joint Venture.** In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the Parties hereto. Each Party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible for its own conduct.

M. **Use of Name or Logo.** Nothing contained in this Agreement confers on either party the right to use the other party's logo without prior written permission or constitutes an endorsement of any commercial product or service.

N. **Written Notices.** Unless notified to the contrary, all notices required by this Agreement will be sent to the Parties at the addresses set below:

For SALV:

Jonathan Bentham
Board Chair
6630 Surrey St.
Las Vegas, NV 89119
(702) 431-6260
john@ivorystar.com

For CSN:

Dr. James R. McCoy
Vice President Academic Affairs
6375 West Charleston Boulevard. WC E310
Las Vegas, Nevada 89146

DUAL ENROLLMENT PROGRAM

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as by their duly authorized representatives as of this date first written above.

Somerset Academy of Las Vegas

Lee Esplin
Lead Principal

Date

**BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION, ON BEHALF OF ALL
NSHE INSTITUTIONS**

Recommended By:

Kimiko Walton
Associate Vice President
Academic Partnerships

Date

Approved By:

Dr. James R. McCoy
Vice President
Academic Affairs

Date

Approve as to Legal Form:

Debra L. Pieruschka
General Counsel

Date

EXHIBIT A

1. The Parties agree to protect student education records and other personally identifiable and/or confidential information in accordance with the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 C.F.R. Part § 99; NRS 392.029; NRS 388.272. The Parties agree that they shall require all employees and third-party contractors/vendors to comply with the same FERPA protections as set forth in this Agreement.

a. Personally identifiable information has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.

b. Education record has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.

c. School official has the same meaning as defined under FERPA and includes contractors, consultants, volunteers, or other parties to which an educational institution has outsourced institutional services or functions.

d. Deidentified data, as used in this Agreement, means data from which all personally identifiable information has been removed or obscured so that a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual student or parent with reasonable certainty. 34 CFR § 99.31(b)(1); 34 C.F.R. § 99.3.

2. The Parties will only share student education records with each other that are necessary to enrollment and participation in the Dual Credit Courses as set forth in the Agreement. SALV and CSN may disclose education records of students to each other as “officials of another school system” where the student is enrolled. 20 U.S.C. § 1232g; 34 C.F.R. Part § 99.

3. The Parties will not collect, use, or disclose student personally identifiable information related to enrollment and participation in Dual Credit Courses except as permitted by this Agreement or as required by law.

4. The Parties will conduct the services described in the Agreement in a manner that does not permit personal identification of parents and students by anyone other than representatives of the Parties with legitimate educational interests. 20 U.S.C. § 1232g; 34 C.F.R. § 99.31.

5. The Parties warrant and agree that they will each limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the duties and/or services under the Agreement.

6. The Parties shall not use any of the personally identifiable information from education records of students that is provided under this Agreement in violation of any applicable federal or state law, rule, regulation, or policy.

7. Each Party is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. § 1232g; 34 C.F.R. § 99.31; 34 C.F.R. § 99.33; NRS 388.272.

8. The Parties will not (i) use student personally identifiable information for advertising purposes; (ii) use student personally identifiable information to amass a profile about a student except in furtherance of the services provided under this Agreement; or (iii) sell student personally

DUAL ENROLLMENT PROGRAM

identifiable information.

9. The Parties have a right to conduct audits or other monitoring activities of the other Party's procedures and systems, subject to the agreement for frequency and schedule, not to be unreasonably withheld.

10. The Parties acknowledge that they provide training for their employees about FERPA and how to protect education records and shall instruct applicable employees/agents to avoid accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Agreement. The Parties also acknowledge that they have appropriate disciplinary policies for employees that violate FERPA.

11. Each Party agrees that it will only share the information obtained pursuant to this Agreement with the individuals affiliated with the Party as officers, directors, employees, contractors/vendors, subcontractors, and agents under the direct control of the Party who actually have a legitimate educational interest in the information.

12. Each Party is independently required to comply with the requirements of FERPA. Each Party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating to, arising out of, or resulting from, or in any manner attributable to, the actions of the other Party.

13. The Parties agree that all copies of data of any type, including any modifications or additions, are subject to the provisions of the Agreement in the same manner as the original information.

14. Each Party represents and warrants that it has a sound data security plan and data stewardship program. Specifically, the Parties will implement and maintain reasonable administrative, physical, and technical safeguards for the purpose of preventing any collection, use or disclosure of, or access to the data shared under this Agreement, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard the student data. Such information security program includes: (a) physical security of all premises in which the data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by the Parties to perform any part of the services hereunder.

15. Upon the discovery by either Party of a breach of security, defined as unauthorized access, that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Party who discovered the breach shall provide Notice to the other Party as soon as possible, but not more than 48 hours after such discovery. The Notice shall be delivered to SALV by electronic mail and to CSN by telephone at (702) 651-2880 and by email at James.Ferrenburg@csn.edu, and shall include the following information, to the extent known at the time of notification:

- a. Date and time of the breach;
- b. Names of student(s) whose student data was released, disclosed, or acquired;
- c. The nature and extent of the breach;
- d. The Party's proposed plan to investigate and remediate the breach.

16. Upon discovery of a breach, the Party shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than 30 days after

DUAL ENROLLMENT PROGRAM

discovery of the breach, provide the other Party with a more detailed notice of the breach, including but not limited to the date and time of the breach; names(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

17. The Parties agree that all rights belonging to each Party, including all intellectual property rights, shall remain the exclusive property of each Party.

18. If either Party is required by subpoena or other court order to disclose any data, the Party will provide immediate notice of the request to the other Party and will use reasonable efforts to resist disclosure until an appropriate protective order can be sought or a waiver of compliance with the relevant provisions of the Agreement granted.

19. The obligations under the provisions in support of data breach, indemnification, and insurance, FERPA requirements, and data security shall survive six years after termination of the Agreement.

JUMPSTART CONCURRENT ENROLLMENT PROGRAM

INTERLOCAL AGREEMENT BETWEEN SOMERSET ACADEMY OF LAS VEGAS AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA

This Interlocal Agreement (“**Agreement**”) is entered into between **Somerset Academy of Las Vegas** (“SALV”) and the Board of Regents of the Nevada System of Higher Education, on behalf of the College of Southern Nevada (“CSN”) (individually, a “**Party**,” and collectively, the “**Parties**”).

RECITALS

WHEREAS, CSN has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school level.

WHEREAS, SALV desires that CSN provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

WHEREAS, SALV students are authorized under Nevada Revised Statutes (NRS) 389.310 and NRS 389.160, to enroll in college level courses that may be counted toward both high school and college graduation requirements.

WHEREAS, the Parties are willing to facilitate for selected SALV students a limited opportunity for enrollment in higher education courses at CSN; and

WHEREAS, the Nevada System of Higher Education (NSHE) *Handbook*, Title 4, Chapter 16, Section 2 provides for, in relevant part:

Dual and Early Enrollment for High School Students

1. High school students may enroll in an NSHE college or university, subject to the approval of appropriate institution officials.

2. The term “high school student(s)” includes students enrolled in a Nevada public or private high school, students enrolled in grades 9, 10, 11, and 12 in a charter school in Nevada, and students formally enrolled in a Nevada school district sponsored program designed to meet the requirements of an adult standard diploma.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. PURPOSE AND SCOPE OF DUAL ENROLLMENT PROGRAM

- A. The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Credit Courses, as the term is defined in Section B below, to eligible and qualified SALV students.
- B. The Parties acknowledge and endorse the need for collaboration in carrying out the conditions and intent of this Agreement and agree to use their reasonable efforts to provide the appropriate actions hereunder, and to make available to appropriate representatives in order to maximize the benefits hereunder consistent with their respective priorities, budgets, and other obligations.

II. DESCRIPTION OF DUAL ENROLLMENT PROGRAM

- A. **Dual Enrollment Program.** A Dual Enrollment Program is a program which allows high school students to earn course credits that can simultaneously satisfy high school graduation requirements and college credits that can be applied towards college degrees or certificate completion at any college or university under the jurisdiction of the Board of Regents of the Nevada System of Higher Education.
- B. The Dual Enrollment Program offers courses to the students, defined as **Dual Credit Courses** for the purposes of this Agreement. A Dual Credit Course is a college course that has been approved by the Nevada Department of Education to satisfy specific high school graduation requirements.
- C. **Modes of Dual Enrollment Instruction.** Dual Credit Course instruction can be delivered or taught by 1) College faculty on their respective campuses; 2) college faculty at the students' high school campuses; 3) college faculty using online/remote modalities; and 4) high school teachers at their high school campuses but supervised by college faculty ("Concurrent Enrollment"). **For purposes of this Agreement, the mode of instruction shall be Concurrent Enrollment.**

III. STUDENT ELIGIBILITY, QUALIFICATIONS, AND EXPECTATIONS

- A. SALV students must be high school freshman, sophomore, junior, or senior in a participating high school.
- B. SALV students may be referred to the Dual Enrollment Program by a principal, counselor, or instructor. Referrals from secondary school officials indicate that the student has demonstrated both academic readiness and social maturity.
- C. SALV students and parents/guardians shall submit to the high school a signed Dual Enrollment Agreement Form.
- D. SALV high schools shall provide CSN an unofficial transcript for each of their participating students as needed.
- E. Each participating SALV student must complete the CSN Admissions Application for High School College Programs which include parental or legal guardian consent for students under 18 years of age. The completeness and accuracy of the admissions form is

the responsibility of the student.

- F. Each SALV student will be assigned a unique NSHE student identification number associated with their CSN educational record.
- G. Each SALV student must complete CSN's current mathematics and English placement assessments prior to enrolling in a mathematics and English class.
- H. Qualified SALV students may enroll in up to four (4) courses per academic year.
- I. SALV students who enroll in CSN courses, regardless of location or delivery format, are subject to, and must comply with, all CSN policies (course enrollment, student conduct, etc.).
- J. SALV students are expected to maintain satisfactory academic progress per CSN's policies associated with student probation and suspension. SALV students who do not maintain satisfactory academic progress may be placed on probation and/or may be suspended from CSN.
- K. SALV students in the dual enrollment program will be eligible to compete in SALV sports teams and interscholastic activities provided that they maintain the required GPA and attendance standards set by SALV.

IV. COURSES AND CREDIT

- A. SALV and CSN agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Credit Course shall meet statutory and CSN criteria, and such criteria shall not be diminished for the purpose of the Dual Enrollment Program.
- B. CSN will determine the Dual Credit Courses to be offered at any time during the term of this Agreement.
- C. SALV will offer approved 299 or lower-level college courses that qualify for CSN academic credit and fulfill SALV high school graduation requirements.
- D. Courses taught by SALV shall comply with CSN's student learning objectives, content and syllabi, which CSN shall provide to SALV.
- E. Contact hours (classroom instruction hours) for Dual Credit Courses taught pursuant to this Agreement must be equivalent to CSN regular courses.
- F. SALV will offer Dual Credit Courses during the traditional school day hours following the CSN academic calendar.
- G. Upon successful completion of the approved course, the SALV student will receive credit towards high school graduation from SALV and simultaneously receive credit from CSN.
- H. SALV students who graduate with a certificate of achievement, and/or an associate degree may participate in the formal annual graduation ceremonies of CSN.

V. PROGRAM MANAGEMENT

- A. CSN through its Academic Affairs Office will oversee the administration, instruction, and educational requirements for courses and programs offered by CSN and will work in collaboration with SALV to ensure a quality experience.
- B. Enrollment:

JUMPSTART CONCURRENT ENROLLMENT PROGRAM

- a. The number of students admitted for any dual credit course shall not be less than 10 students per section and shall not exceed a maximum of 35 students per section, except and to the extent that the Parties agree otherwise in writing in a specified circumstance.
- C. Removal or Withdrawal of Student:
 - a. Student course withdrawal dates shall adhere to CSN's academic calendar.
 - b. The removal of a student shall be handled cooperatively between the appropriate CSN personnel and the respective SALV administrators. SALV retains the right to refuse to allow a student to enroll in a Dual Credit Course and to discipline and/or remove any student from the Dual Credit Course in accordance with SALV policies. CSN shall have the right to remove any SALV student from a Dual Credit Course in accordance with the CSN student conduct policy or academic dishonesty policy. Removing a student from a Dual Credit Course by either party requires a written explanation to be provided to the other party.
- D. Academic Advising shall be the joint responsibility of CSN and SALV. Both parties shall ensure that students enrolled in Dual Credit Courses are provided support services as may be needed but at minimum each semester prior to enrolling.
- E. All instruction of the dual credit course will occur at a SALV location. SALV waives any charge to CSN for facility usage under this. Both Parties shall be responsible for the actions or negligence of its own employees and agents. In no event shall liability exceed that set forth in Nevada Revised Statute Chapter 41.
- F. SALV Responsibilities:
 - a. Pursuant to Nevada Revised Statute 388.205, SALV will develop a four-year plan for each student, which may include dual credit courses.
 - b. SALV will ensure that the parent/guardian of the student is aware the student is subject to CSN and NSHE policies and procedures for dual credit course through the Dual Enrollment Student and Parent/Guardian Agreement Form.
 - c. SALV will ensure that the parent/guardian of the student is aware the student is participating in a CSN college course.
 - d. SALV will ensure that each student seeking enrollment in a dual credit course, and the parent/guardian of the student, is made aware of opportunities and requirements for participating in extracurricular activities at CSN.

VI. CURRICULUM AND SUPPLEMENTAL MATERIALS

- A. The curriculum of the dual credit courses taken by SALV high school students must be the same as those offered to regular CSN students taking college level course(s). The course syllabus content must be the same and include CSN course descriptions, outcomes, and assessment methods.
- B. Required texts will be selected by CSN in accordance with the CSN approved and adopted textbook list. SALV will be responsible for the purchase of required textbooks and supplemental materials.

VII. TEACHER QUALIFICATIONS, EXPECTATIONS, AND COMPENSATION

- A. Teachers approved to teach in the Dual Enrollment Program, with a Concurrent Enrollment mode of instruction, pursuant to this Agreement must meet the same criteria as regular CSN part-time faculty, as noted in the CSN policy on qualifications for faculty. CSN's academic departments will review teacher qualifications and determine eligibility based on the teacher's educational credentials, knowledge in the course subject, teaching, and/or industry experience.
- B. Once approved to teach a Dual Credit Course offered pursuant to this Agreement, a SALV teacher must complete CSN onboarding and professional development training.
- C. Instructors teaching Dual Credit Courses must submit grades to CSN by the applicable CSN semester deadline.
- D. Dual Credit Courses taught by SALV shall comply with CSN's student learning objectives, content, and syllabi, which CSN shall provide to SALV.
- E. An approved SALV instructor will receive \$1000 from CSN, starting in academic year 2025-26, for each concurrent enrollment course section the instructor teaches each semester during the traditional school day.
- F. Removal of Instructor:
 - a. If a SALV instructor repeatedly violates CSN policy and procedures after being warned of the infraction by a CSN Dual Enrollment administrator or course coordinator, CSN may withdraw authorization for the instructor to participate in the Dual Enrollment Program.

VIII. SUPERVISION AND EVALUATION OF INSTRUCTORS

- A. SALV will be responsible for the day-to-day supervision of the instructor including any instructor discipline.
- B. CSN lead faculty are responsible for conducting site observation visits per NACEP Standards to ensure that the CSN courses offered through the Dual Enrollment program are offered with the same quality and rigor as the courses offered on CSN's campus.
- C. SALV administrators will conduct observations and administer discipline in accordance with SALV policies and regulations as well as any applicable collective bargaining agreement.

IX. FEES AND PAYMENT

- A. High school students qualifying for discounted Concurrent Enrollment registration fees shall not be charged an application fee, additional student, and/or special course fees.
- B. High school students enrolled in Concurrent Enrollment shall be charged the discounted per course registration fee.
- C. A five-year table of the approved Concurrent and Dual Enrollment Fees is available in the NSHE Procedures and Guidelines Manual, Chapter 7: Fees and Tuition. <https://nshe.nevada.edu/regents/policies/>.
- D. SALV must verify all fees with CSN by December 31st of the current school year for

the following school year.

- E. SALV is responsible to pay for all course fees for students enrolled in Dual Enrollment through a third party billing process that has already been established. CSN will charge via invoice within sixty (60) days of the start of the courses and SALV will remit payment of fees within thirty (30) days receipt of CSN's invoice, for each student enrolled in CSN courses pursuant to section II above.
- F. SALV may pursue grants and other funding opportunities to help support their students in the Dual Enrollment program. Notwithstanding any other provision herein, CSN will not allow any further student enrollment pursuant to this Agreement if there is an outstanding CSN invoice that has not been paid.

X. STUDENT RECORDS AND STUDENT IDENTIFICATION NUMBERS

- A. Both Parties will each be responsible to initiate and maintain their respective student records for the courses for which they award credit.
- B. For each student, CSN will assign an identification number to the student that shall correspond to or reference the student number assigned by SALV to the student. SALV will provide CSN with the assigned number for each student.

XI. FERPA COMPLIANCE

The Parties agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), upon the terms and conditions set forth in Exhibit A to this Agreement. Exhibit A shall be attached hereto and incorporated by reference here in.

XII. DATA SHARING

The parties agree that they may have direct access to Dual Enrollment program students and prospective student's identifiable information, to include, but not limited to, courses taken, GPA, class ranking, standardize placement assessment, is protected as "education records" under both state and federal laws for the purposes and intentions of direct contact. Release, sharing or any other disclosure of student identifiable information is prohibited.

XIII. RECORDS, TRANSCRIPT & TRANSFERBILITY OF COLLEGE CREDIT –

Upon completion of the Dual Credit Course, credit and grade shall be placed on the student's high school and college transcripts in their respective standard formats and shall not be identified as Dual Enrollment on CSN's transcripts. CSN will grant college credit toward earning a credential, certificate, or degree, as applicable, for a concurrent enrollment course when a student satisfactorily completes the course. Approved Dual Credit Courses are part of the NSHE common course numbering system and transfer among all NSHE institutions.

XIV. STUDENTS WITH DISABILITIES

SALV will determine the appropriate accommodations for each qualified student with

disabilities in accordance with the American's Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 or the Individuals with Disabilities Education Act (IDEA), as applicable, and submit appropriate documentation on students with disabilities to the CSN's Disabilities Resource Center, and implement accommodations or special education services as required by Federal and State law and as negotiated between the CSN Disability Resource Center and SALV.

SALV shall work with CSN in determining the appropriate accommodations or special education services as the Parties recognize that under the ADA, accommodations must only be reasonable and must not fundamentally alter the nature of the curriculum of the course. This means CSN cannot approve any accommodation that fundamentally alters the learning objectives of the course.

SALV shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services for Dual Credit Courses at a high school site.

XV. TERM AND TERMINATION

A. This Agreement is effective as of the last date any authorized signatory affixes their signature below (Effective Date).

B. The Agreement shall be effective for five (5) years from the Effective Date unless terminated under the provisions of this Agreement.

C. Either party may terminate this agreement without cause, at any time, upon ninety (90) days prior written notice to the other party. Notice must be given to the point of contacts specified in this Agreement, with the effective date of termination specified in said notice.

D. If instruction in a Dual Credit Course has commenced, CSN and SALV will use their reasonable efforts to complete instruction of the Dual Credit Courses and award college credit before terminating activities under this Agreement.

XVI. MISCELLANEOUS

A. **Compliance with Non-Discrimination Laws.** Both Parties agree to fully comply with all applicable state and federal non-discrimination laws. The Parties agree to accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.

B. **Background Checks.** CSN acknowledges that it is the current practice to perform standard background checks (i.e., no fingerprinting) for all newly hired faculty.

C. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between CSN and SALV on this topic of Dual Credit Courses between CSN and SALV, and supersedes all previous statements or agreements, whether oral or written.

D. **Modifications of the Agreement.** This Agreement may not be amended, supplemented, or modified except by mutual written agreement by the Parties.

E. **Invalid Provisions.** If any provision of this Agreement is held to be invalid or

unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

F. **Non-Compliance Clause.** The Parties agree to adhere to the standards set forth in this Agreement. Any Parties' non-compliance with this Agreement may result in the other Party taking reasonable measures by the respective department to rectify and correct the non-compliance.

G. **Force Majeure.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of disease or other infections, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

H. **Governing Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Nevada, with venue in the City of Las Vegas, County of Clark.

I. **Assignment.** A Party may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

J. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.

K. **No Joint Venture.** In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the Parties hereto. Each Party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible for its own conduct.

L. **Use of Name or Logo.** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission or constitutes an endorsement of any commercial product or service by CSN.

M. **Written Notices.** Unless notified to the contrary, all notices required by this Agreement will be sent to the Parties at the addresses set below:

For SALV:
Jonathan Bentham
Board Chair
6630 Surrey St.
Las Vegas, NV 89119
(702) 431-6260
john@ivorystar.com

For CSN:
Dr. James R. McCoy
Vice President Academic Affairs
6375 West Charleston Boulevard. WC E310
Las Vegas, Nevada 89146

JUMPSTART CONCURRENT ENROLLMENT PROGRAM

N. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as by their duly authorized representatives as of this date first written above.

Somerset Academy of Las Vegas

Lee Esplin
Lead Principal

Date

**BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION, ON BEHALF OF ALL
NSHE INSTITUTIONS**

Recommended By:

Kimiko Walton
Associate Vice President
Academic Partnerships

Date

Approved By:

Dr. James R. McCoy
Vice President
Academic Affairs

Date

Approve as to Legal Form:

Debra L. Pieruschka
General Counsel

Date

EXHIBIT A

1. The Parties agree to protect student education records and other personally identifiable and/or confidential information in accordance with the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 C.F.R. Part § 99; NRS 392.029; NRS 388.272. The Parties agree that they shall require all employees and third-party contractors/vendors to comply with the same FERPA protections as set forth in this Agreement.
 - a. Personally identifiable information has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.
 - b. Education record has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.
 - c. School official has the same meaning as defined under FERPA and includes contractors, consultants, volunteers, or other parties to which an educational institution has outsourced institutional services or functions.
 - d. Deidentified data, as used in this Agreement, means data from which all personally identifiable information has been removed or obscured so that a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual student or parent with reasonable certainty. 34 CFR § 99.31(b)(1); 34 C.F.R. § 99.3.
2. The Parties will only share student education records with each other that are necessary to enrollment and participation in the Dual Credit Courses as set forth in the Agreement. SALV and CSN may disclose education records of students to each other as “officials of another school system” where the student is enrolled. 20 U.S.C. § 1232g; 34 C.F.R. Part § 99.
3. The Parties will not collect, use, or disclose student personally identifiable information related to enrollment and participation in Dual Credit Courses except as permitted by this Agreement or as required by law.
4. The Parties will conduct the services described in the Agreement in a manner that does not permit personal identification of parents and students by anyone other than representatives of the Parties with legitimate educational interests. 20 U.S.C. §1232g; 34 C.F.R. § 99.31.
5. The Parties warrant and agree that they will each limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the duties and/or services under the Agreement.
6. The Parties shall not use any of the personally identifiable information from education records of students that is provided under this Agreement in violation of any applicable federal or state law, rule, regulation, SALV policy, or CSN policy.
7. Each Party is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. § 1232g; 34 C.F.R. § 99.31; 34 C.F.R. § 99.33; NRS 388.272.
8. The Parties will not (i) use student personally identifiable information for advertising purposes; (ii) use student personally identifiable information to amass a profile about a student except in furtherance of the services provided under this Agreement; or (iii) sell student personally

identifiable information.

9. The Parties have a right to conduct audits or other monitoring activities of the other Party's procedures and systems, subject to the agreement for frequency and schedule, not to be unreasonably withheld.

10. The Parties acknowledge that they provide training for their employees about FERPA and how to protect education records and shall instruct applicable employees/agents to avoid accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Agreement. The Parties also acknowledge that they have appropriate disciplinary policies for employees that violate FERPA.

11. Each Party agrees that it will only share the information obtained pursuant to this Agreement with the individuals affiliated with the Party as officers, directors, employees, contractors/vendors, subcontractors, and agents under the direct control of the Party who actually have a legitimate educational interest in the information.

12. Each Party is independently required to comply with the requirements of FERPA. Each Party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating to, arising out of, or resulting from, or in any manner attributable to, the actions of the other Party.

13. The Parties agree that all copies of data of any type, including any modifications or additions, are subject to the provisions of the Agreement in the same manner as the original information.

14. Each Party represents and warrants that it has a sound data security plan and data stewardship program. Specifically, the Parties will implement and maintain reasonable administrative, physical, and technical safeguards for the purpose of preventing any collection, use or disclosure of, or access to the data shared under this Agreement, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard the student data. Such information security program includes: (a) physical security of all premises in which the data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by the Parties to perform any part of the services hereunder.

15. Upon the discovery by either Party of a breach of security, defined as unauthorized access, that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Party who discovered the breach shall provide Notice to the other Party as soon as possible, but not more than 48 hours after such discovery. The Notice shall be delivered to SALV by electronic mail and to CSN by telephone at (702) 651-2880 and by electronic mail to James.Ferrenburg@csn.edu, and shall include the following information, to the extent known at the time of notification:

- a. Date and time of the breach;
- b. Names of student(s) whose student data was released, disclosed, or acquired;
- c. The nature and extent of the breach;
- d. The Party's proposed plan to investigate and remediate the breach.

16. Upon discovery of a breach, the Party shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than 30 days after

discovery of the breach, provide the other Party with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

17. The Parties agree that all rights belonging to each Party, including all intellectual property rights, shall remain the exclusive property of each Party.

18. If either Party is required by subpoena or other court order to disclose any data, the Party will provide immediate notice of the request to the other Party and will use reasonable efforts to resist disclosure until an appropriate protective order can be sought or a waiver of compliance with the relevant provisions of the Agreement granted.

19. The obligations under the provisions in support of data breach, indemnification, and insurance, FERPA requirements, and data security shall survive six years after termination of the Agreement.

SOMERSET ACADEMY OF LAS VEGAS
SUPPORT SUMMARY

MEETING DATE: APRIL 28, 2025

AGENDA ITEM: 4a – REVIEW AND APPROVAL OF TECH REFRESH FOR THE LONE MOUNTAIN CAMPUS

SUBJECT: TECH REFRESH FOR LONE MOUNTAIN CAMPUS

☒ **ACTION**

☐ **CONSENT AGENDA**

☐ **INFORMATION**

PRESENTER(S): GARY MCCLAIN

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE A TECH REFRESH FOR THE LONE MOUNTAIN CAMPUS.

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): 3-5 MINUTES

BACKGROUND:

THE LONE MOUNTAIN CAMPUS IS DUE FOR A TECH REFRESH. BOARD APPROVAL IS REQUESTED TO PROCEED WITH THE PURCHASE AND IMPLEMENTATION OF THE EQUIPMENT.

ATTACHMENTS:

1. ONWARD TECH PROPOSAL – LONE MOUNTAIN CAMPUS



ONWARD
TECHNOLOGY

12608 South 125 West, Suite C
Draper, Utah 84020

QUOTE

Quote #:

ONWQ48662

Date:

Mar 31, 2025

Prepared For:

Cesar Tiu
Somerset Academy of Las Vegas

Phone (702) 478-8888
4491 N Rainbow Blvd
Las Vegas, NV 89108
United States

Your Account Manager:

James Keifert
james.keifert@onwardtechnology.com

12608 South 125 West, Suite C
Draper, UT 84020
United States



Notes:

Here is the quote you requested.

Line#	Qty	Description	Unit Price	Ext. Price
Student Chromebooks				\$27,273.00
1	75	CTL Chromebook NL73 N100 4/64 W/ Educational License	\$363.64	\$27,273.00
Teacher Desktops				\$80,146.74
2	67	OptiPlex Small Form Factor (Plus 7020) CPU: Intel Core i5 14500 RAM: 16 GB (2x8 GB) Storage: 256 GB M.2 NVMe WiFi: 6E Operating Sytem: Windows 11 Pro	\$777.74	\$52,108.58
3	134	Dell Pro 27 Plus Monitor - P2725H Panel: IPS Resolution: 1920x1080 Screen Size: 27" Ports: 1x HDMI 1.4 (HDCP 1.4) (Supports up to FHD 1920 x 1080 100Hz TMDs as per specified in HDMI 1.4) 1x DP 1.2 (HDCP 1.4) 1x VGA 1x USB 3.2 Gen1 Type-B upstream 3x USB 3.2 Gen1 Type-A downstream 1x USB 3.2 Gen1 Type-C downstream with up to 15W PD (data only)	\$171.74	\$23,013.16
4	67	Logitech c920 1080p 30 fps	\$75.00	\$5,025.00
Teacher Laptops (Alternative)				\$0.00
5	67	Dell Latitude 5450 BTX BaseSKU: [210-BLLY] Processor Intel® Core™ Ultra 5 135U, vPro® (12 cores, up to 4.4 GHz Turbo) Operating System Windows 11 Pro, English, Brazilian Portuguese, French, Spanish Memory 16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel® Core™ processors) Storage 256 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD	(Not included in Quote)	

Line#	Qty	Description	Unit Price	Ext. Price
		Displays 14.0", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD Cam (Optional)		
			<i>This option can be added for: \$93643.89</i>	
6	67	Dell Docking Station/port replicator (Optional)		
			(Not included in Quote)	
			<i>This option can be added for: \$15558.74</i>	

Smartboards front of the classroom

\$17,279.30

7	5	VIEWBOARD IFP8650-E1 BUNDLEINCL VB IFP8650 4K INTERACTIVE DISP	\$3,058.51	\$15,292.55
		Includes Interactive Display, AC adapter Fixed Wall Mount 4K UHD (3840x2160px) Resolution 800x600mm VESA Compatible ViewBoard OS based on Android 11 2GB Memory, 16GB Storage 85" Interactive Flat Panel 350 cd/m ² Brightness 16:9 Aspect Ratio 20-Point Multi-Touch 12W (x2) Internal Speakers		
8	5	5YR MYVIEWBOARD MNGR ADVANCED SVCS 1-DEVICE Product stocked by manufacturer. Delivery times vary.	\$118.35	\$591.75
9	5	Viewboard Installation as well as Bury the HDMI	\$279.00	\$1,395.00

NOTE: Taxes and Shipping may not be calculated or included in this quote and are subject to change.
For projects over \$10,000, payment for hardware / materials will be due 30 days after shipment, and payment for labor will be due 15 days after project completion.

SubTotal	\$124,699.04
Tax	\$0.00
Shipping	\$0.00
TOTAL	\$124,699.04

**SOMERSET ACADEMY OF LAS VEGAS
SUPPORT SUMMARY**

MEETING DATE: APRIL 28, 2025

AGENDA ITEM: 4b – REVIEW AND APPROVAL OF TECH REFRESH FOR THE SKY POINTE CAMPUS

SUBJECT: TECH REFRESH FOR SKY POINTE CAMPUS

☒ **ACTION**

☐ **CONSENT AGENDA**

☐ **INFORMATION**

PRESENTER(S): GARY MCCLAIN

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE A TECH REFRESH FOR THE SKY POINTE CAMPUS.

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): 3-5 MINUTES

BACKGROUND:

THE SKY POINTE CAMPUS IS DUE FOR A TECH REFRESH. BOARD APPROVAL IS REQUESTED TO PROCEED WITH THE PURCHASE AND IMPLEMENTATION OF THE EQUIPMENT.

ATTACHMENTS:

1. ONWARD TECH PROPOSAL – SKY POINTE CAMPUS



12608 South 125 West, Suite C
Draper, Utah 84020

QUOTE

Quote #:	ONWQ48675
Date:	Apr 2, 2025

Prepared For:

Lee Esplin
Somerset Academy of Las Vegas

Phone (702) 478-8888
7038 Sky Pointe Dr
Las Vegas, NV 89131
United States

Your Account Manager:

James Keifert
james.keifert@onwardtechnology.com

12608 South 125 West, Suite C
Draper, UT 84020
United States



Notes:

Here is the quote you requested.

Line#	Qty	Description	Unit Price	Ext. Price
1	6	Newline Q Pro Series - 65" LED-backlit LCD display - 4K - for interactive communication	\$3,558.57	\$21,351.42
2	200	CTL Chromebook NL73 -11.6" screen - Intel Processor Quad-Core N200 - 4 GB LP-DDR 5/5.x RAM - 64 GB eMMC - Wi-Fi 6E (Intel AX211) - Bluetooth - x 2 USB-A 3 - x 2 USB-C With Power Delivery - x 1 Audio + Microphone 3.5mm Combo Jack - x 1 Card Reader 2-in-1 (uSD socket, SD/MMC) - HD 720P 180-Degree Rotating Camera with LED Indicator - 180 Degree Lay-Flat Clamshell Laptop - 1 Year Depot Warranty	\$343.18	\$68,636.00

NOTE: Taxes and Shipping may not be calculated or included in this quote and are subject to change.
For projects over \$10,000, payment for hardware / materials will be due 30 days after shipment, and payment for labor will be due 15 days after project completion.

SubTotal	\$89,987.42
Tax	\$0.00
Shipping	\$0.00
TOTAL	\$89,987.42

SOMERSET ACADEMY OF LAS VEGAS
SUPPORT SUMMARY

MEETING DATE: APRIL 28, 2025

AGENDA ITEM: 4c – REVIEW AND APPROVAL OF QUOTE TO REPLACE ALL SOMERSET SERVERS

SUBJECT: APPROVAL TO REPLACE ALL SOMERSET SERVERS

☒ **ACTION**

☐ **CONSENT AGENDA**

☐ **INFORMATION**

PRESENTER(S): GARY MCCLAIN

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE THE QUOTE FROM _____ FOR THE REPLACEMENT OF ALL SOMERSET SERVERS, AS PRESENTED.

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): 3-5 MINUTES

BACKGROUND:

A QUOTE HAS BEEN OBTAINED TO REPLACE ALL SERVERS WITH UPDATED SYSTEMS TO IMPROVE OPERATIONAL EFFICIENCY.

ATTACHMENTS:

1. ONWARD PROPOSAL – SOMERSET SERVERS



ONWARD
TECHNOLOGY

12608 South 125 West, Suite C
Draper, Utah 84020

QUOTE

Quote #:

ONWQ48687

Date:

Apr 8, 2025

Prepared For:

Lee Esplin
Somerset Academy of Las Vegas

Phone (702) 478-8888
7038 Sky Pointe Dr
Las Vegas, NV 89131
United States

Your Account Manager:

James Keifert
james.keifert@onwardtechnology.com

12608 South 125 West, Suite C
Draper, UT 84020
United States



Notes:

Here is the quote you requested.

Line#	Qty	Description	Unit Price	Ext. Price
1	7	PowerEdge R6615 Server	\$5,694.00	\$39,858.00
		2.5 Chassis		
		NVMe Backplane		
		No Rear Storage		
		No Trusted Platform Module		
		2.5" Chassis with up to 10 NVMe Direct Drives		
		AMD EPYC 9124 3.0GHz, 16C/32T, 64M Cache (200W) DDR5-4800		
		High Performance Heatsink		
		Performance Optimized		
		5600MT/s RDIMMs		
		C30, No RAID for NVME chassis		
		No Controller		
		No Hard Drive		
		Performance BIOS Settings		
		UEFI BIOS Boot Mode with GPT Partition		
		4 Very High Performance Fan for 1 CPU		
		Dual, Redundant(1+1), Hot-Plug Power Supply,1100W		
		MM(100-240Vac) Titanium		
		Riser Config 2, 3 x16 LP (2x Gen5)		
		PowerEdge R6615 Motherboard		
		Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0		
		Broadcom 5720 Dual Port 1GbE LOM		
		LCD Bezel for x8 /x10 Chassis, R6615		
		BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)		
		BOSS Cables, Bracket for R6615		
		No Operating System		
		No Media Required		
		Dell Connectivity Client - Enabled		
		Dell Connectivity Module		
		iDRAC9, Express 16G		
		No Quick Sync		
		iDRAC,Factory Generated Password		
		iDRAC Service Module (ISM), NOT Installed		
		No Rack Rails or Cable Management Arm or Strain Relief Bar		
		No Systems Documentation, No OpenManage DVD Kit		
		PowerEdge R6615 Shipping		
		Shipping Material for backplane chassis		
		PowerEdge R6615 CCC Marking, No CE Marking		

Line#	Qty	Description	Unit Price	Ext. Price
		iDRAC Group Manager, Disabled Basic Hardware Services Business Hours 5x10 Next Business Day Onsite Hardware Warranty Repair 3 Years Dell Hardware Limited Warranty Plus On-Site Service 16GB RDIMM, 5600MT/s, Single Rank 800G Data Center NVMe Mixed Use AG Drive U2 Gen4 with carrier Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)		
2	28	Crucial 32GB DDR5 SDRAM - ECC - Registered - DDR5 4800 - Dual Rank -CL40 - 1.10v - Server Memory	\$154.52	\$4,326.56
3	21	Solidigm SSDPE2KE032T807 Dc P4610 3.2tb Pcie Nvme 3.1 X4 U.2 15mm 3d2 Tlc SSD	\$511.36	\$10,738.56

NOTE: Taxes and Shipping may not be calculated or included in this quote and are subject to change.
For projects over \$10,000, payment for hardware / materials will be due 30 days after shipment, and payment for labor will be due 15 days after project completion.

SubTotal	\$54,923.12
Tax	\$0.00
Shipping	\$0.00
TOTAL	\$54,923.12

**SOMERSET ACADEMY OF LAS VEGAS
SUPPORT SUMMARY**

MEETING DATE: APRIL 28, 2025

**AGENDA ITEM: 4d – REVIEW AND APPROVAL OF SKY POINTE CAMPUS CLASSROOM
CARPET**

SUBJECT: SKY POINTE CAMPUS CARPET

☒ ACTION

☐ CONSENT AGENDA

☐ INFORMATION

PRESENTER(S): GARY MCCLAIN

PROPOSED WORDING FOR MOTION/ACTION:

**MOVE TO APPROVE _____ AS THE CONTRACTOR FOR THE CLASSROOM CARPET AT
THE SKY POINTE CAMPUS.**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): 3-5 MINUTES

BACKGROUND:

**BOARD APPROVAL IS REQUESTED FOR THE CLASSROOM CARPET REPLACEMENT AT THE
SKY POINTE CAMPUS.**

ATTACHMENTS:

1. ROBERTS ROOF AND FLOOR INC. PROPOSAL



3250 SIRIUS AVE.
LAS VEGAS, NEVADA 89102

April 25, 2025

Phone Number: (702) 876 - 4880
Fax Number: (702) 876 - 1868

SOLD TO:

ACADEMICA
ATTN: DANIEL BURKE

PROJECT:

SOMERSET SKY POINTE
7038 SKY POINTE DRIVE
LAS VEGAS, NV 89131

WE PROPOSE TO

- DEMO EXISTING CARPET IN 8 CLASSROOMS (#21, #23, #31, #34, #303, #602, #613, & #622)
- SUPPLY AND INSTALL EF CONTRACT ARTISAN BICE 24"x24" CARPET TILE WITH 4" JOHNSONITE 44 DARK BROWN (OR ROPPE EQUIVALENT) BASE.
- FURNITURE BY OTHERS. USE OF SCHOOL DUMPSTER INCLUDED IN BID.

Complete Total : \$ 24,440.00

ALTERNATE #1 (ADDITIONAL ROOMS)

- DEMO AND INSTALL CARPET TILE & BASE IN ROOMS #24 & #626

Alternate Total :ADD \$ 5,970.00

NEVADA CONTRACTOR'S LICENSE 6040-A UNLIMITED

CERAMIC TILE LICENCE # 0086790 - \$250,000.00

*** SEE NEXT PAGE FOR INCLUSIONS / EXCLUSIONS**



Inclusions

1. Proposal includes sales tax, normal job stocking, regular business hours installation and our one year installation warranty.
2. **Basic floor prep for NEW CONSTRUCTION ONLY is inclusive of expansion joints and holes no bigger than a dime. (see Exclusions Line Item #9)**
 - a) Resilient Products appx 1 bag of Feather Finish – 1 man hour @ Appx 250-350 sq ft figured
 - b) Carpet Broadloom appx 1 bag of Feather Finish– 1 man hour @ Appx 750-1000 sq ft figured
 - c) Remodel, TI or any other type of renovation is to be determined by existing site conditions and scope of work

Exclusions

1. Overtime and /or Premium time.
2. Removal of contaminants from existing substrate (paint, drywall mud, etc.). Vacuuming. (See clarifications line item 1,2)
3. Bonds, Permits and Licensing fees. Unless noted as a line item of Roberts Roof & Floor's original proposal.
4. More than one mobilization. Moving of furniture or fixtures.
5. Demolition unless noted on original proposal.
6. Washing or waxing of VCT or other resilient flooring.
7. Moisture testing, moisture protection. Work out of sequence (see clarifications line item #4).
8. Heating and cooling, lighting and floor protection. (see clarifications below line #3, 5)
9. **Major floor prep such as: grinding, leveling, bead blasting, sanding, underlayment, skim floating, or anything bigger than a dime sized hole.**
10. CONCRETE MUST MEET FLATNESS REQUIRED IN SPECIFICATIONS OR MANUFACTURER Roberts Roof & Floor is not responsible for determining tolerances.
11. Waterproofing, anti-fracture membrane, or scaling.
12. No downtime due to any badging, orientation meetings, or OSHA
13. Travel time and per diem not included in price unless otherwise stated on proposal.

If you have any questions regarding this proposal, please call me at (702)-876-4880.

Sincerely yours

Clint Freeman

Clint Freeman

Estimator

Office: 702-876-4880 Cell: 702-378-5064 Email:clintf@robertsroofandfloor.com

**SOMERSET ACADEMY OF LAS VEGAS
SUPPORT SUMMARY**

MEETING DATE: **APRIL 28, 2025**

AGENDA ITEM: **4e – REVIEW AND APPROVAL OF THE PROCUREMENT OF CKLA CURRICULUM**

SUBJECT: PROCUREMENT OF CKLA CURRICULUM

☒ **ACTION**

☐ **CONSENT AGENDA**

☐ **INFORMATION**

PRESENTER(S): GARY MCCLAIN/PRINCIPAL LEE ESPLIN

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE THE PROCUREMENT OF CKLA CURRICULUM AS PRESENTED.

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): 5-7 MINUTES

BACKGROUND:

BOARD APPROVAL IS REQUESTED FOR THE PROCUREMENT OF THE PROPOSED CURRICULUM.

ATTACHMENTS:

1. CKLA CURRICULUM PROPOSAL

Somerset Academy of Las Vegas

Somerset CKLA Curriculum

Objectives:

Six of your seven campuses use CKLA for their tier 1 ELA curriculum. Four of them are up for renewal and are moving to the 3rd edition. The other two are receiving credit for their final year of the second edition and also moving to the 3rd edition. Below is the budget impact which based on a per year amortization is a reasonable expense. We are working with CKLA to break this up into 2 or 3 yearly payments.

CKLA	5-year investment	per year
Aliante	179647.5	35929
Lone Mtn	139647.2	27929
Losee	164442	32888
NLV	223350.54	44670
Sky Pointe	219835.75	43967
Skye Canyon	199348.7	39869
	\$1,126,272	\$225,254



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-492674-1
Date: 2/14/2025
Expires On: 3/16/2025
Delivery Service Level: Enhanced

Customer Contact Information

Jacquelyn Johnson
Somerset Academy Aliante Campus
(702) 308-2425
jacquelyn.johnson@somersetnv.org

Amplify Contact Information

Dana Blumberg
Inside Account Executive
dblumberg@amplify.com

CKLA 3e
Teacher Digital - 5yr
Student Digital & Consumables - 5yr
mCLASS D8 & Intervention- 1yr

The credit shown on this quote is valid as of 2/14/25. The customer allocating physical materials, scheduling undelivered PD, or waiting more than 30 days to submit a purchase order may result in a credit adjustment. Before submitting a PO, please contact your Account Executive for final pricing confirmation.

Grade K

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed GK Complete Teacher License Presidents/Seasons - 5yr (2026-2031)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed GK Complete Student License Presidents/Seasons - 5yr (2026-2031)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed GK Student Consumable Set Presidents/Seasons Total Qty over 5yrs (2026-2031)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed GK Complete Classroom Kit Presidents/Seasons	\$2,800.00	0	5	\$1,400.00	\$12,600.00
Amplify CKLA 3rd Ed GK Student Readers & Chaining Folder Set	\$48.00	0	10	\$0.00	\$480.00
TOTAL				\$25,530.00	\$31,800.00

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Teacher License Earth History/Early Americas - 5yr (2026-2031)	\$900.00	5	0	\$4,500.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Student License Earth History/Early Americas - 5yr (2026-2031)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G1 Student Consumable Set History/Early Americas Total Qty over 5yrs (2026-2031)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G1 Complete Classroom Kit Earth History/Early Americas	\$2,450.00	0	5	\$1,225.00	\$11,025.00
Amplify CKLA 3rd Ed G1 Student Reader Set	\$23.00	0	10	\$0.00	\$230.00
TOTAL				\$25,355.00	\$29,975.00

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G2 Complete Teacher License Immigration/Nutrition - 5yr (2026-2031)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G2 Complete Student License Immigration/Nutrition - 5yr (2026-2031)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G2 Student Consumable Set Immigration/Nutrition Total Qty over 5yrs (2026-2031)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G2 Complete Classroom Kit Immigration/Nutrition	\$2,450.00	0	5	\$1,225.00	\$11,025.00
Amplify CKLA 3rd Ed G2 Student Reader Set	\$23.00	0	10	\$0.00	\$230.00
TOTAL				\$25,355.00	\$29,975.00

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G3 Complete Teacher License Stella Diaz/Light & Sound - 5yr (2026-2031)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G3 Complete Student License Stella Diaz/Light & Sound - 5yr (2026-2031)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G3 Student Consumable Set Stella Diaz/Light and Sound Total Qty over 5yrs (2026-2031)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G3 Complete Classroom Kit Stella Diaz/Light & Sound	\$1,900.00	0	5	\$950.00	\$8,550.00
Amplify CKLA 3rd Ed G3 Student Readers Single Set Stella Diaz/Light & Sound	\$38.00	0	10	\$0.00	\$380.00
TOTAL				\$25,080.00	\$27,650.00

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Complete Teacher License Styx Malone/World of Tales - 5yr (2026-2031)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G4 Complete Student License Styx Malone/World of Tales - 5yr (2026-2031)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G4 Student Consumable Set Styx Malone/World of Tales Total Qty over 5yrs (2026-2031)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G4 Complete Classroom Kit Styx Malone/World of Tales	\$1,400.00	0	5	\$700.00	\$6,300.00
Amplify CKLA 3rd Ed G4 Student Readers Single Set Styx Malone/World of Tales	\$41.00	0	10	\$0.00	\$410.00
TOTAL				\$24,830.00	\$25,430.00

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G5 Complete Teacher License The Science of/Midsummer Night - 5yr (2026-2031)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G5 Complete Student License The Science of/Midsummer Night - 5yr (2026-2031)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G5 Student Consumable Set The Science of/Midsummer Night Total Qty over 5yrs (2026-2031)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G5 Complete Classroom Kit The Science of /Midsummer Night	\$1,400.00	0	5	\$140.00	\$6,860.00
Amplify CKLA 3rd Ed G5 Student Readers Single Set The Science of/Midsummer Night	\$38.00	0	10	\$0.00	\$380.00
TOTAL				\$24,270.00	\$25,960.00

mCLASS

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS DIBELS 8th Ed with Dyslexia Screening - 1yr (2026-2027)	\$14.90	0	400	\$1,560.00	\$4,400.00
mCLASS Intervention - School Site License - 1yr (2026-2027)	\$3,850.00	0	1	\$0.00	\$3,850.00
TOTAL				\$1,560.00	\$8,250.00

PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed Grade 3 Skills Supplement Training for Teachers (1 Hour Remote)	1.00	\$350.00	\$0.00	\$350.00
Amplify CKLA 2nd Ed to 3rd Ed K-2 OR 3-5 Transition Training for Teachers (1 Hour Remote)	2.00	\$350.00	\$0.00	\$700.00
TOTAL		\$700.00	\$0.00	\$1,050.00

Shipping and Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Enhanced	\$28,336.50	\$0.00	\$28,336.50

TOTAL DISCOUNT	\$151,980.00
CKLA 2nd Edition Credit	\$31,779.00
GRAND TOTAL	\$179,647.50

Notes

The credit shown on this quote is valid as of 2/14/25. The customer allocating physical materials, scheduling undelivered PD, or waiting more than 30 days to submit a purchase order may result in a credit adjustment. Before submitting a PO, please contact your Account Executive for final pricing confirmation.

Scope and Duration**Payment Terms:**

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2031.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

CKLA Dig Exp Included with Consumables

Please note that the above pricing reflects the receipt of one Student Digital Experience License included with every purchase of a student print consumable set for CKLA products.

Free-with-Order Teacher Digital Experience License with Kit

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order with the purchase of a Classroom Kit for the duration of the adoption. License duration shown appended to Classroom Kits.

Promotional Pricing

Please note that the pricing above reflects current promotional pricing. For additional information around promotional pricing, please contact your Account Executive.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. 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 Terms & Conditions.

Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](#) available at [amplify.com/acceptable-use](#) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](#)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify’s written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO

CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-518902-1
Date: 4/16/2025
Expires On: 5/16/2025
Delivery Service Level: Enhanced

Customer Contact Information

Lindsey Goyak
Somerset Academy Lone Mountain Campus
702-408-8207
lindsey.goyak@somersetnv.org

Amplify Contact Information

Dana Blumberg
Inside Account Executive
dblumberg@amplify.com

CKLA 3rd Edition K-5
5 Years Teacher + Student

The credit shown on this quote is valid as of 4/16/25. The customer allocating physical materials, scheduling undelivered PD, or waiting more than 30 days to submit a purchase order may result in a credit adjustment. Before submitting a PO, please contact your Account Executive for final pricing confirmation.

Grade K

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed GK Complete Teacher License Presidents/Seasons - 5yr (2025-2030)	\$900.00	4	0	\$3,600.00	\$0.00
Amplify CKLA 3rd Ed GK Complete Student License Presidents/Seasons - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00
Amplify CKLA 3rd Ed GK Student Consumable Set Presidents/Seasons Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed GK Complete Classroom Kit Presidents/Seasons	\$2,800.00	0	4	\$1,120.00	\$10,080.00
Amplify CKLA 3rd Ed GK Student Readers & Chaining Folder Set	\$48.00	0	8	\$0.00	\$384.00
TOTAL				\$20,424.00	\$25,440.00

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Teacher License Fairy Tales/Early Americas - 5yr (2025-2030)	\$900.00	4	0	\$3,600.00	\$0.00
Amplify CKLA 3rd Ed G1 Complete Student License Fairy Tales/Early Americas - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Student Consumable Set Fairy Tales/Early Americas Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed G1 Complete Classroom Kit Fairy Tales/Early Americas	\$2,450.00	0	4	\$980.00	\$8,820.00
Amplify CKLA 3rd Ed G1 Student Reader Set	\$23.00	0	8	\$0.00	\$184.00
TOTAL				\$20,284.00	\$23,980.00

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G2 Complete Teacher License Immigration/Nutrition - 5yr (2025-2030)	\$900.00	4	0	\$3,600.00	\$0.00
Amplify CKLA 3rd Ed G2 Complete Student License Immigration/Nutrition - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00
Amplify CKLA 3rd Ed G2 Student Consumable Set Immigration/Nutrition Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed G2 Complete Classroom Kit Immigration/Nutrition	\$2,450.00	0	4	\$980.00	\$8,820.00
Amplify CKLA 3rd Ed G2 Student Reader Set	\$23.00	0	8	\$0.00	\$184.00
TOTAL				\$20,284.00	\$23,980.00

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G3 Complete Teacher License Charlotte's Web/Light & Sound - 5yr (2025-2030)	\$900.00	4	0	\$3,600.00	\$0.00
Amplify CKLA 3rd Ed G3 Complete Student License Charlotte's Web/Light & Sound - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00
Amplify CKLA 3rd Ed G3 Student Consumable Set Charlotte's Web/Light and Sound Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed G3 Complete Classroom Kit Charlotte's Web/Light & Sound	\$1,900.00	0	4	\$760.00	\$6,840.00
Amplify CKLA 3rd Ed G3 Student Readers Single Set Charlotte's Web/Light & Sound	\$38.00	0	8	\$0.00	\$304.00
TOTAL				\$20,064.00	\$22,120.00

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Complete Teacher License Mixed-Up Files/Treasure Island - 5yr (2025-2030)	\$900.00	4	0	\$3,600.00	\$0.00
Amplify CKLA 3rd Ed G4 Complete Student License Mixed-Up Files/Treasure Island - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00
Amplify CKLA 3rd Ed G4 Student Consumable Set Mixed-Up Files/Treasure Island Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed G4 Complete Classroom Kit Mixed-Up Files/Treasure Island	\$1,400.00	0	4	\$560.00	\$5,040.00
Amplify CKLA 3rd Ed G4 Student Readers Single Set Mixed-Up Files/Treasure Island	\$41.00	0	8	\$0.00	\$328.00
TOTAL				\$19,864.00	\$20,344.00

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G5 Complete Teacher License Tollbooth/Renaissance - 5yr (2025-2030)	\$900.00	4	0	\$3,600.00	\$0.00
Amplify CKLA 3rd Ed G5 Complete Student License Tollbooth/Renaissance - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00
Amplify CKLA 3rd Ed G5 Student Consumable Set Tollbooth/Renaissance Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed G5 Complete Classroom Kit Tollbooth/Renaissance	\$1,400.00	0	4	\$560.00	\$5,040.00
Amplify CKLA 3rd Ed G5 Student Readers Single Set Tollbooth/Renaissance	\$38.00	0	8	\$0.00	\$304.00
TOTAL				\$19,864.00	\$20,320.00

mCLASS D8

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS DIBELS 8th Ed with Dyslexia Screening - 5yr (2025-2030)	\$74.50	0	100	\$2,500.00	\$4,950.00
TOTAL				\$2,500.00	\$4,950.00

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed Grade 3 Skills Supplement Training for Teachers (1 Hour Remote)	1.00	\$350.00	\$0.00	\$350.00

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed to 3rd Ed K-2 OR 3-5 Transition Training for Teachers (1 Hour Remote)	2.00	\$350.00	\$0.00	\$700.00
TOTAL		\$700.00	\$0.00	\$1,050.00

Shipping

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Enhanced	\$22,669.20	\$0.00	\$22,669.20

TOTAL DISCOUNT	\$123,284.00
CKLA 2nd Edition Credit	\$25,206.00
GRAND TOTAL	\$139,647.20

Notes

The credit shown on this quote is valid as of 4/16/25. The customer allocating physical materials, scheduling undelivered PD, or waiting more than 30 days to submit a purchase order may result in a credit adjustment. Before submitting a PO, please contact your Account Executive for final pricing confirmation.

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- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2030.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

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 - Expedited shipping is available at extra charge.
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- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. 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 Terms & Conditions.

Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://www.amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://www.amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://www.amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://www.amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](https://www.amplify.com/customer-requirements).

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-455362-1
Date: 4/21/2025
Expires On: 5/21/2025
Delivery Service Level: Enhanced

Customer Contact Information

Angelina Pineda
Somerset Academy Losee Road Elementary Campus
(702) 9025466
angelina.pineda@somersetnv.org

Amplify Contact Information

Dana Blumberg
Inside Account Executive
dblumberg@amplify.com

CKLA 3rd Edition K-5
5 Years Teacher + 3 Years Student

Grade K

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed GK Complete Teacher License Presidents/Seasons - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed GK Complete Student License Presidents/Seasons - 3yr (2025-2028)	\$85.50	140	0	\$11,970.00	\$0.00
Amplify CKLA 3rd Ed GK Student Consumable Set Presidents/Seasons Total Qty over 5yrs (2025-2030)	\$32.00	0	420	\$672.00	\$12,768.00
Amplify CKLA 3rd Ed GK Complete Classroom Kit Presidents/Seasons	\$2,800.00	0	5	\$1,400.00	\$12,600.00
TOTAL				\$18,542.00	\$25,368.00

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Teacher License Earth History/Early Americas - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G1 Complete Student License Earth History/Early Americas - 3yr (2025-2028)	\$85.50	140	0	\$11,970.00	\$0.00
Amplify CKLA 3rd Ed G1 Student Consumable Set History/ Early Americas Total Qty over 5yrs (2025-2030)	\$32.00	0	420	\$672.00	\$12,768.00
Amplify CKLA 3rd Ed G1 Complete Classroom Kit Earth History/Early Americas	\$2,450.00	0	5	\$1,225.00	\$11,025.00
TOTAL				\$18,367.00	\$23,793.00

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G2 Complete Teacher License Immigration/Nutrition - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G2 Complete Student License Immigration/Nutrition - 3yr (2025-2028)	\$85.50	140	0	\$11,970.00	\$0.00
Amplify CKLA 3rd Ed G2 Student Consumable Set Immigration/Nutrition Total Qty over 5yrs (2025-2030)	\$32.00	0	420	\$672.00	\$12,768.00
Amplify CKLA 3rd Ed G2 Complete Classroom Kit Immigration/Nutrition	\$2,450.00	0	5	\$1,225.00	\$11,025.00
TOTAL				\$18,367.00	\$23,793.00

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G3 Complete Teacher License Stella Diaz/Light & Sound - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G3 Complete Student License Stella Diaz/Light & Sound - 3yr (2025-2028)	\$85.50	140	0	\$11,970.00	\$0.00
Amplify CKLA 3rd Ed G3 Student Consumable Set Stella Diaz/Light and Sound Total Qty over 5yrs (2025-2030)	\$32.00	0	420	\$672.00	\$12,768.00
Amplify CKLA 3rd Ed G3 Complete Classroom Kit Stella Diaz/Light & Sound	\$1,900.00	0	5	\$950.00	\$8,550.00
TOTAL				\$18,092.00	\$21,318.00

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Complete Teacher License Styx Malone/World of Tales - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G4 Complete Student License Styx Malone/World of Tales - 3yr (2025-2028)	\$85.50	140	0	\$11,970.00	\$0.00
Amplify CKLA 3rd Ed G4 Student Consumable Set Styx Malone/World of Tales Total Qty over 5yrs (2025-2030)	\$32.00	0	680	\$672.00	\$21,088.00
Amplify CKLA 3rd Ed G4 Complete Classroom Kit Styx Malone/World of Tales	\$1,400.00	0	5	\$700.00	\$6,300.00
TOTAL				\$17,842.00	\$27,388.00

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G5 Complete Teacher License The Science of/Midsummer Night - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G5 Complete Student License The Science of/Midsummer Night - 3yr (2025-2028)	\$85.50	140	0	\$11,970.00	\$0.00
Amplify CKLA 3rd Ed G5 Student Consumable Set The Science of/Midsummer Night Total Qty over 5yrs (2025-2030)	\$32.00	0	420	\$672.00	\$12,768.00
Amplify CKLA 3rd Ed G5 Complete Classroom Kit The Science of /Midsummer Night	\$1,400.00	0	5	\$700.00	\$6,300.00
TOTAL				\$17,842.00	\$19,068.00

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed Grade 3 Skills Supplement Training for Teachers (1 Hour Remote)	1.00	\$350.00	\$0.00	\$350.00
Amplify CKLA 2nd Ed to 3rd Ed K-2 OR 3-5 Transition Training for Teachers (1 Hour Remote)	2.00	\$350.00	\$0.00	\$700.00
TOTAL		\$700.00	\$0.00	\$1,050.00

Shipping

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Enhanced	\$22,644.00	\$0.00	\$22,644.00

TOTAL DISCOUNT	\$109,052.00
GRAND TOTAL	\$164,422.00

Scope and Duration**Payment Terms:**

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2030.

- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

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Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the

Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](#) available at [amplify.com/acceptable-use](#) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

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3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](#)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b)

not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR

THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-514897-1
Date: 4/21/2025
Expires On: 5/21/2025
Delivery Service Level: Standard

Customer Contact Information

Crystal Hampton
Somerset Academy North Las Vegas Campus
(702) 633-5616
(702) 633-5628
crystal.hampton@somersetnv.org

Amplify Contact Information

Dana Blumberg
Inside Account Executive
dblumberg@amplify.com

CKLA 3rd Edition K-5
5 Years

Grade K

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed GK Complete Teacher License Presidents/Earth - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed GK Complete Student License Presidents/Earth - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed GK Student Consumable Set Presidents/Earth Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed GK Complete Classroom Kit Presidents/Earth	\$2,800.00	0	5	\$1,400.00	\$12,600.00
Amplify CKLA 3rd Ed GK Student Readers & Chaining Folder Set	\$48.00	0	10	\$0.00	\$480.00
TOTAL				\$25,530.00	\$31,800.00

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Teacher License Earth History/Early World Civ - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G1 Complete Student License Earth History/Early World Civ - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G1 Student Consumable Set Earth History/Early World Civ Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Classroom Kit Earth History/Early World Civ	\$2,450.00	0	5	\$1,225.00	\$11,025.00
Amplify CKLA 3rd Ed G1 Student Reader Set	\$23.00	0	10	\$0.00	\$230.00
TOTAL				\$25,355.00	\$29,975.00

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G2 Complete Teacher License Create Change/Nutrition - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G2 Complete Student License Create Change/Nutrition - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G2 Student Consumable Set Creating Change/Nutrition Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G2 Complete Classroom Kit Create Change/Nutrition	\$2,450.00	0	5	\$1,225.00	\$11,025.00
Amplify CKLA 3rd Ed G2 Student Reader Set	\$23.00	0	10	\$0.00	\$230.00
TOTAL				\$25,355.00	\$29,975.00

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G3 Complete Teacher License Charlotte's Web/Human Body - 5yr (2025-2030)	\$900.00	2	0	\$1,800.00	\$0.00
Amplify CKLA 3rd Ed G3 Complete Student License Charlotte's Web/Human Body - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G3 Student Consumable Set Charlotte's Web/Human Body Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G3 Complete Classroom Kit Charlotte's Web/Human Body	\$1,900.00	0	2	\$380.00	\$3,420.00
Amplify CKLA 3rd Ed G3 Student Readers Single Set Charlotte's Web/Human Body	\$38.00	0	82	\$0.00	\$3,116.00
TOTAL				\$21,810.00	\$25,256.00

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Complete Teacher License Mixed-Up Files/Treasure Island - 5yr (2025-2030)	\$900.00	2	0	\$1,800.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Complete Student License Mixed-Up Files/Treasure Island - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G4 Student Consumable Set Mixed-Up Files/Treasure Island Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G4 Complete Classroom Kit Mixed-Up Files/Treasure Island	\$1,400.00	0	2	\$280.00	\$2,520.00
Amplify CKLA 3rd Ed G4 Student Readers Single Set Mixed-Up Files/Treasure Island	\$41.00	0	82	\$0.00	\$3,362.00
TOTAL				\$21,710.00	\$24,602.00

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G5 Complete Teacher License Tollbooth/Renaissance - 5yr (2025-2030)	\$900.00	2	0	\$1,800.00	\$0.00
Amplify CKLA 3rd Ed G5 Complete Student License Tollbooth/Renaissance - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G5 Student Consumable Set Tollbooth/Renaissance Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G5 Complete Classroom Kit Tollbooth/Renaissance	\$1,400.00	0	2	\$280.00	\$2,520.00
Amplify CKLA 3rd Ed G5 Student Readers Single Set Tollbooth/Renaissance	\$38.00	0	82	\$0.00	\$3,116.00
TOTAL				\$21,710.00	\$24,356.00

mCLASS D8 + Boost Reading

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Student License - 5yr (2025-2030)	\$160.00	0	280	\$27,160.00	\$17,640.00
mCLASS DIBELS 8th Ed with Dyslexia Screening - 5yr (2025-2030)	\$74.50	0	280	\$9,520.00	\$11,340.00
mCLASS Intervention - School Site License - 5yr (2025-2030)	\$19,250.00	0	1	\$2,887.50	\$16,362.50
TOTAL				\$39,567.50	\$45,342.50

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed Grade 3 Skills Supplement Training for Teachers (1 Hour Remote)	1.00	\$350.00	\$0.00	\$350.00

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed to 3rd Ed K-2 OR 3-5 Transition Training for Teachers (1 Hour Remote)	2.00	\$350.00	\$0.00	\$700.00
TOTAL		\$700.00	\$0.00	\$1,050.00

Shipping

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	\$21,988.08	\$10,994.04	\$10,994.04

TOTAL DISCOUNT	\$192,031.54
GRAND TOTAL	\$223,350.54

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2030.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. 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 Terms & Conditions.

Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or

mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD.** Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

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6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under

applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand

and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-493917-1
Date: 4/21/2025
Expires On: 5/21/2025
Delivery Service Level: Enhanced

Customer Contact Information

Ami Keeter
Somerset Academy Skye Canyon Campus
(702) 489-2473
ami.keeter@somersetnv.org

Amplify Contact Information

Dana Blumberg
Inside Account Executive
dblumberg@amplify.com

CKLA 3rd Edition K-5
mCLASS D8 + Intervention 5 Year
Teacher Digital: 5 Year
Student Digital & Consumable: 5 Year

KINDERGARTEN

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed GK Complete Teacher License Presidents/Seasons - 5yr (2025-2030)	\$900.00	4	0	\$3,600.00	\$0.00
Amplify CKLA 3rd Ed GK Complete Student License Presidents/Seasons - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00
Amplify CKLA 3rd Ed GK Student Consumable Set Presidents/Seasons Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed GK Complete Classroom Kit Presidents/Seasons	\$2,800.00	0	4	\$1,120.00	\$10,080.00
Amplify CKLA 3rd Ed GK Student Readers & Chaining Folder Set	\$48.00	0	8	\$0.00	\$384.00
TOTAL				\$20,424.00	\$25,440.00

GRADE 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Teacher License Earth History/Early Americas - 5yr (2025-2030)	\$900.00	4	0	\$3,600.00	\$0.00
Amplify CKLA 3rd Ed G1 Complete Student License Earth History/Early Americas - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00
Amplify CKLA 3rd Ed G1 Student Consumable Set History/ Early Americas Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Classroom Kit Earth History/Early Americas	\$2,450.00	0	4	\$980.00	\$8,820.00
Amplify CKLA 3rd Ed G1 Student Reader Set	\$23.00	0	8	\$0.00	\$184.00
TOTAL				\$20,284.00	\$23,980.00

GRADE 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G2 Complete Teacher License Immigration/Nutrition - 5yr (2025-2030)	\$900.00	4	0	\$3,600.00	\$0.00
Amplify CKLA 3rd Ed G2 Complete Student License Immigration/Nutrition - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00
Amplify CKLA 3rd Ed G2 Student Consumable Set Immigration/Nutrition Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed G2 Complete Classroom Kit Immigration/Nutrition	\$2,450.00	0	4	\$980.00	\$8,820.00
Amplify CKLA 3rd Ed G2 Student Reader Set	\$23.00	0	8	\$0.00	\$184.00
TOTAL				\$20,284.00	\$23,980.00

GRADE 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G3 Complete Teacher License Stella Diaz/Light & Sound - 5yr (2025-2030)	\$900.00	4	0	\$3,600.00	\$0.00
Amplify CKLA 3rd Ed G3 Complete Student License Stella Diaz/Light & Sound - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00
Amplify CKLA 3rd Ed G3 Student Consumable Set Stella Diaz/Light and Sound Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed G3 Complete Classroom Kit Stella Diaz/Light & Sound	\$1,900.00	0	4	\$760.00	\$6,840.00
Amplify CKLA 3rd Ed G3 Student Readers Single Set Stella Diaz/Light & Sound	\$38.00	0	8	\$0.00	\$304.00
TOTAL				\$20,064.00	\$22,120.00

GRADE 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Complete Teacher License Styx Malone/World of Tales - 5yr (2025-2030)	\$900.00	2	0	\$1,800.00	\$0.00
Amplify CKLA 3rd Ed G4 Complete Student License Styx Malone/World of Tales - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Student Consumable Set Styx Malone/World of Tales Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed G4 Complete Classroom Kit Styx Malone/World of Tales	\$1,400.00	0	2	\$280.00	\$2,520.00
Amplify CKLA 3rd Ed G4 Student Readers Single Set Styx Malone/World of Tales	\$41.00	0	8	\$0.00	\$328.00
TOTAL				\$17,784.00	\$17,824.00

GRADE 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G5 Complete Student License The Science of/Midsummer Night - 5yr (2025-2030)	\$135.00	104	0	\$14,040.00	\$0.00
Amplify CKLA 3rd Ed G5 Complete Teacher License The Science of/Midsummer Night - 5yr (2025-2030)	\$900.00	2	0	\$1,800.00	\$0.00
Amplify CKLA 3rd Ed G5 Student Consumable Set The Science of/Midsummer Night Total Qty over 5yrs (2025-2030)	\$32.00	0	520	\$1,664.00	\$14,976.00
Amplify CKLA 3rd Ed G5 Complete Classroom Kit The Science of /Midsummer Night	\$1,400.00	0	2	\$280.00	\$2,520.00
Amplify CKLA 3rd Ed G5 Student Readers Single Set The Science of/Midsummer Night	\$38.00	0	8	\$0.00	\$304.00
TOTAL				\$17,784.00	\$17,800.00

mCLASS

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS DIBELS 8th Ed with Dyslexia Screening - 5yr (2025-2030)	\$74.50	0	624	\$15,600.00	\$30,888.00
mCLASS Intervention - School Site License - 5yr (2025-2030)	\$19,250.00	0	1	\$4,812.50	\$14,437.50
TOTAL				\$20,412.50	\$45,325.50

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed Grade 3 Skills Supplement Training for Teachers (1 Hour Remote)	1.00	\$350.00	\$0.00	\$350.00
Amplify CKLA 2nd Ed to 3rd Ed K-2 OR 3-5 Transition Training for Teachers (1 Hour Remote)	2.00	\$350.00	\$0.00	\$700.00
TOTAL		\$700.00	\$0.00	\$1,050.00

SHIPPING & HANDLING

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Enhanced	\$21,829.20	\$0.00	\$21,829.20

TOTAL DISCOUNT	\$137,036.50
GRAND TOTAL	\$199,348.70

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2030.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

CKLA Dig Exp Included with Consumables

Please note that the above pricing reflects the receipt of one Student Digital Experience License included with every purchase of a student print consumable set for CKLA products.

Free-with-Order Digital Experience License

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order in proportion to the purchase of 25 Student Digital Experiences Licenses per grade level in K-5.

Free-with-Order Teacher Digital Experience License with Kit

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order with the purchase of a Classroom Kit for the duration of the adoption. License duration shown appended to Classroom Kits.

Promotional Pricing

Please note that the pricing above reflects current promotional pricing. For additional information around promotional pricing, please contact your Account Executive.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. 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 Terms & Conditions.

Terms & Conditions

1. **Scope.** These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users

specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

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8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential

Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due

and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-496503-1
Date: 4/21/2025
Expires On: 5/21/2025
Delivery Service Level: Enhanced

Customer Contact Information

Melanie Smith
Somerset Academy Sky Pointe Campus
(702) 328-9925
melanie.smith@somersetnv.org

Amplify Contact Information

Dana Blumberg
Inside Account Executive
dblumberg@amplify.com

CKLA 3rd Edition K-5
5 Year Teacher
5 Year Student
3 Year mCLASS + Intervention

Grade K

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed GK Complete Teacher License Presidents/Seasons - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed GK Complete Student License Presidents/Seasons - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed GK Student Consumable Set Presidents/Seasons Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed GK Complete Classroom Kit Presidents/Seasons	\$2,800.00	0	5	\$1,400.00	\$12,600.00
Amplify CKLA 3rd Ed GK Student Readers & Chaining Folder Set	\$48.00	0	10	\$0.00	\$480.00
TOTAL				\$25,530.00	\$31,800.00

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Teacher License Earth History/Early World Civ - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G1 Complete Student License Earth History/Early World Civ - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G1 Student Consumable Set Earth History/Early World Civ Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G1 Complete Classroom Kit Earth History/Early World Civ	\$2,450.00	0	5	\$1,225.00	\$11,025.00
Amplify CKLA 3rd Ed G1 Student Reader Set	\$23.00	0	10	\$0.00	\$230.00
TOTAL				\$25,355.00	\$29,975.00

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G2 Complete Teacher License Immigration/Nutrition - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G2 Complete Student License Immigration/Nutrition - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G2 Student Consumable Set Immigration/Nutrition Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G2 Complete Classroom Kit Immigration/Nutrition	\$2,450.00	0	5	\$1,225.00	\$11,025.00
Amplify CKLA 3rd Ed G2 Student Reader Set	\$23.00	0	10	\$0.00	\$230.00
TOTAL				\$25,355.00	\$29,975.00

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G3 Complete Teacher License Charlotte's Web/Human Body - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G3 Complete Student License Charlotte's Web/Human Body - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G3 Student Consumable Set Charlotte's Web/Human Body Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G3 Complete Classroom Kit Charlotte's Web/Human Body	\$1,900.00	0	5	\$950.00	\$8,550.00
Amplify CKLA 3rd Ed G3 Student Readers Single Set Charlotte's Web/Human Body	\$38.00	0	10	\$0.00	\$380.00
TOTAL				\$25,080.00	\$27,650.00

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Complete Teacher License Styx Malone/Treasure Island - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G4 Complete Student License Styx Malone/Treasure Island - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G4 Student Consumable Set Styx Malone/Treasure Island Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G4 Complete Classroom Kit Styx Malone/Treasure Island	\$1,400.00	0	5	\$700.00	\$6,300.00
Amplify CKLA 3rd Ed G4 Student Readers Single Set Styx Malone/Treasure Island	\$41.00	0	10	\$0.00	\$410.00
TOTAL				\$24,830.00	\$25,430.00

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed G5 Complete Teacher License Tollbooth/Renaissance - 5yr (2025-2030)	\$900.00	5	0	\$4,500.00	\$0.00
Amplify CKLA 3rd Ed G5 Complete Student License Tollbooth/Renaissance - 5yr (2025-2030)	\$135.00	130	0	\$17,550.00	\$0.00
Amplify CKLA 3rd Ed G5 Student Consumable Set Tollbooth/Renaissance Total Qty over 5yrs (2025-2030)	\$32.00	0	650	\$2,080.00	\$18,720.00
Amplify CKLA 3rd Ed G5 Complete Classroom Kit Tollbooth/Renaissance	\$1,400.00	0	5	\$700.00	\$6,300.00
Amplify CKLA 3rd Ed G5 Student Readers Single Set Tollbooth/Renaissance	\$38.00	0	10	\$0.00	\$380.00
TOTAL				\$24,830.00	\$25,400.00

mCLASS

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS DIBELS 8th Ed with Dyslexia Screening - 3yr (2025-2028)	\$44.70	0	780	\$10,296.00	\$24,570.00
mCLASS Intervention - School Site License - 3yr (2025-2028)	\$11,550.00	0	1	\$1,732.50	\$9,817.50
TOTAL				\$12,028.50	\$34,387.50

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 3rd Ed Grade 3 Skills Supplement Training for Teachers (1 Hour Remote)	1.00	\$350.00	\$0.00	\$350.00

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed to 3rd Ed K-2 OR 3-5 Transition Training for Teachers (1 Hour Remote)	2.00	\$350.00	\$0.00	\$700.00
TOTAL		\$700.00	\$0.00	\$1,050.00

Shipping and Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Enhanced	\$28,336.50	\$14,168.25	\$14,168.25

TOTAL DISCOUNT	\$177,176.75
GRAND TOTAL	\$219,835.75

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2030.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

CKLA Dig Exp Included with Consumables

Please note that the above pricing reflects the receipt of one Student Digital Experience License included with every purchase of a student print consumable set for CKLA products.

Free-with-Order Teacher Digital Experience License with Kit

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order with the purchase of a Classroom Kit for the duration of the adoption. License duration shown appended to Classroom Kits.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. 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 Terms & Conditions.

Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who

Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer

prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or

destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

**SOMERSET ACADEMY OF LAS VEGAS
SUPPORT SUMMARY**

MEETING DATE: **APRIL 28, 2025**

AGENDA ITEM: **5 – LONG RANGE CALENDAR/ANNOUNCEMENTS**

SUBJECT: LONG RANGE CALENDAR/ANNOUNCEMENTS

☐ ACTION

☐ CONSENT AGENDA

☒ INFORMATION

PRESENTER(S): **GARY McCLAIN**

PROPOSED WORDING FOR MOTION/ACTION:

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **3-5 MINUTES**

BACKGROUND:

THE NEXT BOARD MEETING IS CURRENTLY SCHEDULED FOR JUNE 2ND; HOWEVER, THE BOARD MAY CONSIDER ALTERNATE DATES DURING THE UPCOMING DISCUSSION.

ATTACHMENTS:

NONE