



PURCHASE AGREEMENT

This Purchase Agreement is by and between Houghton Mifflin Harcourt Publishing Company ("HMH") and Duluth Public Schools ("School/District").

1. Definitions. As used herein, the following terms have the meaning set forth below:

A. **Agreement.** This Purchase Agreement, with all appendices, attachments, and exhibits, shall be the only terms and conditions applicable to the purchase of Products and/or subscriptions

B. **Product(s).** Books and/or subscriptions to software, support services, professional development products, materials and services that may acquire pursuant to this Agreement from HMH for its own use (as listed in the attached proposal Appendix A and incorporated by reference herein).

HMH and the School/District agree that any subscription to software made under this agreement, if any, is for the term(s) listed in Appendix A and its Exhibits. If the School/District wishes to extend any subscription or license term(s), a purchase order, change order, or amendment is to be negotiated for additional fees.

HMH and the School/District agree that any software subscribed to under the Agreement, if any, is to be hosted by or through HMH. Any HMH software product the School/District wishes to self-host would be considered a new transaction outside the scope of this Agreement and separate fees are to be negotiated. Self-hosted versions of many of HMH's software products are not available for sale.

No additional purchases of any of the Products (other than in the quantities as listed in Appendix A) are covered by the Agreement. All such additional purchases by the School/District shall be at HMH's then standard applicable price(s).

2. Purchase Authorization. School/District represents and warrants that it has complied with any and all of its own requirements necessary to authorize the execution of all Purchase Agreements with HMH and that the signing party(ies) is/are authorized to sign on behalf of and contractually bind the School/District without condition other than the terms of this Agreement.

3. Purchase/Price/Delivery/Payment.

a. This Agreement is entered into by and between School/District and HMH. School/District agrees to license and/or purchase Products identified on the attached proposal Appendix A, incorporated by reference in this Agreement, in the aggregate amount of **\$387,912.48**. School/District is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all products and subscriptions. The School/District's billing address is:

Duluth Public Schools
4316 Rice Lake Rd
Duluth, MN 55811

b. The School/District hereunder shall pay all applicable local sales and use taxes and/or duties due on purchases. Proof of sales tax-exempt status must be on file with HMH for any order to be treated as a sales tax-exempt transaction. If applicable, the School/Districts' Tax Exemption Certificate Number: _____. Confirming copy of evidence of such status is attached hereto.

c. Payment terms under this Agreement are set out in Appendix B of this agreement. Invoices unpaid after Thirty (30) days from the payment dates in Appendix B shall accrue interest at a rate of 1.5% per month until paid. HMH shall have the right to suspend any service or product rights under until such time as all outstanding and overdue invoices are paid in full. HMH reserves the right to seek reimbursement for the costs of collection and attorney's fees in connection with overdue and unpaid invoices.

d. All payments to HMH should be sent to the following:

Mailed to:
Houghton Mifflin Harcourt Publishing
Company 14046 Collections Center Drive



Chicago, IL 60693

For overnight mail, use the same address and add the following information: Attention: Lockbox Manager Phone: (800) 376-2703

Bank Wire Transfers to:

Bank of America
100 Federal Street
Boston, MA 02110
Account Name: Houghton Mifflin
Harcourt Publishing Company Account
Number: 004602286354
ABA Routing #: 026009593
SWIFT Code: BOFAUS3N

ACH/EFT Transfers to:

Bank of America
100 Federal Street
Boston, MA 02110
Account Name: Houghton Mifflin
Harcourt Publishing Company Account
Number: 004602286354
ABA Routing #: 011000138

Any questions regarding remittance options, please contact Accounts Receivable Dept. at (407) 345-3233

4. Limited Warranty; Disclaimers.

Warranties for all Products purchased under this Agreement shall be provided "as is". HMH makes no other warranties with respect to the Products, either express or implied. HMH provides no representations or warranties that the School/District hardware or software environments and their configuration are compatible or suitable for the operation of HMH Products in the School/District setting. HMH specifically and expressly disclaims any and all other warranties, including but not limited to the implied warranties of merchantability or fitness for a particular purpose or that any services provided hereunder shall be uninterrupted or error-free.

5. HMH Intellectual Property Rights; Confidentiality. The intellectual property contained in the HMH Products is considered "Confidential and/or Proprietary Information" to HMH and are protected by copyright and other intellectual property rights. School/District, as

an end user, is authorized to use HMH Products subject to the applicable trademark, copyright and other intellectual property, federal and state laws of the U.S.

6. Indemnification. To the extent allowed by law and subject to the right of School/District to raise the deferral of sovereign governmental or qualified immunity against 3rd party claims. School/District agrees to indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach or this Agreement or from improper or unauthorized use, distribution and operation of the HMH Products.

7. Limitation of Liability. HMH SHALL NOT BE LIABLE TO SCHOOL/DISTRICT FOR ANY UNAUTHORIZED USE OF THE DIGITAL PRODUCTS, OTHER PRODUCTS OR ANY SERVICES FOR ANY PURPOSES OTHER THAN AS DESCRIBED IN THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY SCHOOL/DISTRICT DURING THE MOST RECENT TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT.

8. Term of Agreement. The terms in the attached proposal in Appendix A and Appendix B will govern the term of this Agreement and the scope of the license and use of Products.

9. Assignment. School/District shall not assign or otherwise transfer its rights or delegate its obligations hereunder without HMH's prior written consent. Any attempted assignment, transfer, or delegation without such consent shall be void. HMH may freely assign this Agreement, including any of the obligations and rights to payment set forth herein. Neither party shall have any right of set off in connection with



rights and obligations associated with this Agreement.

10. Termination of Agreement. (a) HMM may terminate this Agreement with respect to another party or parties for uncured material breach by the other party or parties (in which case the Agreement will remain in effect with respect to HMM and the non-breaching parties through the remainder of the Term). In addition, any District may terminate this Agreement with respect to itself for uncured material breach by HMM of HMM's obligations hereunder to that District (in which case the Agreement will remain in effect with respect to HMM and any other parties not seeking termination of their rights and duties hereunder). To terminate the Agreement with respect to a breaching party, the non-breaching party shall provide written notice of breach to the breaching party, specifying in detail the breach itself and the grounds for such breach. The breaching party shall have sixty (60) days from receipt of the notification to cure said breach. Failure to make payments on invoices due shall constitute material breach of this Agreement. In the event the breach is not cured, the non-breaching party shall give the breaching party formal notification of termination of this Agreement. Upon said notice the due date of all invoices shall be accelerated such that they become due and payable as of the date of termination. The provisions of Sections 5 through 16, shall survive termination of this Agreement.

(b) In addition, any District may terminate this Agreement after the first anniversary of the Effective Date, to take effect at the end of its then-current fiscal operating year, if the District does not receive budget approval from its governing authority in sufficient amounts to pay the next fiscal year's fees set forth in the District's Payment Plan. In the event of termination under this subsection, the District shall notify HMM promptly in writing upon denial of its budget request for such fees.

(c) In the event of an early termination or non-renewal of this Agreement prior to the end of the Term of this Agreement, HMM shall retain all fees previously paid HMM hereunder, the license to the Products shall terminate effective as of the date of non-renewal or early termination with respect to the terminated District, and each

terminated District shall promptly cease using the Products and return or destroy all files thereof to HMM. Upon HMM request, an officer of the District will provide written certification of the District's compliance with the foregoing provisions. HMM shall have no liability to a District or any third party in connection with any termination or suspension for breach of this Agreement.

In addition, each District shall pay HMM for all services delivered by HMM, but unpaid to HMM prior to the termination date.

11. Force Majeure. Except for School/District's payment obligations under this Agreement, no party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, a party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the State of Missouri without regard to its conflicts of laws provisions. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a local, state or federal court of competent jurisdiction in Missouri.

13. Notices. All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to HMM:



Houghton Mifflin Harcourt
Attn: VP and General Counsel
125 High Street
Boston, MA 02110

If to School/District:

Duluth Public Schools
4316 Rice Lake Rd
Duluth, MN 55811

14. Miscellaneous. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in force and in effect and be construed so as to best effectuate the intention of the parties upon execution. The paragraph headings contained herein are for reference only. The waiver of one default shall not waive subsequent defaults of the same or different kind.

15. Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services. The School/District agrees that such export control laws govern its use of the Services (including technical data) and any Services deliverables provided under this Agreement, and the School/District agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). The School/District agrees that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

16. Entire Agreement. This Agreement, including other agreements and documents

incorporated herein by reference, constitute the entire understanding and agreement between HMH and School/District with respect to the subject matter hereof and supersedes all prior agreements, representations, understandings, negotiations and communications between the parties pertaining thereto. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of HMH and School/District. Specifically, any contrary, inconsistent, or additional terms incorporated in any other documents will be of no force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

School/District:

Signature: Jill Lofald

Print Name: Jill Lofald

Title: School Board Chair

Effective Date: 6-27-23

Houghton Mifflin Harcourt Company

Signature: Adama Ndoye

Print Name: Adama Ndoye _____

Title: Sr Sales Operations Analyst

Effective Date: 06/22/2023



Schedule 1

Price Summary

The following table summarizes products and services HMH is providing under this Purchase Agreement.

Schedule 1 to Enterprise Solutions Agreement		
Appendix	Description	Purchase Price
Appendix A – Exhibit 1	Math Expressions STA ©2018 & Waggle Math (English & Spanish) Subscription 3-Years	\$387,912.48
	Total	\$387,912.48

Schedule 2

Price Summary

Payments shall be made in accordance with the terms and conditions of the Agreement. Payments shall be due & payable as follows:

- \$129,304.16 to be paid by July 15, 2023
- \$129,304.16 to be paid by July 15, 2024
- \$129,304.16 to be paid by July 15, 2025



Houghton Mifflin Harcourt

Proposal #008586922

Prepared For

Duluth Public Schools

Attention:

Dale Uselman

dale.uselman@isd709.org

For the Purchase of:

**Math Expressions STA ©2018 & Waggle Math
(English & Spanish) Subscription 3-Years**

Prepared By

Brad Tesdahl

brad.tesdahl@hmc.com

Please submit this proposal with your purchase order.

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

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hmhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Dale Uselman
dale.uselman@isd709.org

Send **Orders** to:
orders@hmc.com
FAX: 800-269-5232

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Proposal for Duluth Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade K					
Student Digital Licenses					
1791076	9780358414810 Math Expressions StA Student License Digital 3 Year Grade K Includes: Student Digital Management Center 3 Year Grade K Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses		\$60.00			
Teacher Digital Licenses					
1688504	9781328808615 Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade K	\$405.00	27	\$10,935.00	
Total for Teacher Digital Licenses		\$10,935.00			
A la Carte Items Available for Purchase					
Student Materials					
1688347	9781328812650 Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade K	\$21.00	499	\$10,479.00	
Total for A la Carte Items Available for Purchase		\$10,479.00			
Total for Grade K		\$21,474.00			

Grade K Spanish					
Student Digital Licenses					
1791104	9780358415091 Math Expressions Spanish Student License Digital 3 Year Grade K Includes: Student Digital Management Center 3 Year Grade K Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses		\$60.00			
Teacher Digital Licenses					
1725110	9781328555359 Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade K	\$433.35	3	\$1,300.05	
Total for Teacher Digital Licenses		\$1,300.05			
Print Materials					
Student Materials					
1724819	9781328552402 Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade K	\$21.00	67	\$1,407.00	
Total for Print Materials		\$1,407.00			
Total for Grade K Spanish		\$2,767.05			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 1					
Student Digital Licenses					
1791077	9780358414827 Math Expressions StA Student License Digital 3 Year Grade 1 Includes: Student Digital Management Center 3 Year Grade 1 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses		\$60.00			
Teacher Digital Licenses					
1688505	9781328808622 Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 1	\$405.00	30	\$12,150.00	
Total for Teacher Digital Licenses		\$12,150.00			
Print Materials					
Student Materials					
1688348	9781328812667 Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 1	\$21.00	490	\$10,290.00	
Total for Print Materials		\$10,290.00			
Total for Grade 1		\$22,500.00			

Grade 1 Spanish					
Student Digital Licenses					
1791105	9780358415107 Math Expressions Spanish Student License Digital 3 Year Grade 1 Includes: Student Digital Management Center 3 Year Grade 1 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses		\$60.00			
Teacher Digital Licenses					
1725111	9781328555366 Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 1	\$433.35	4	\$1,733.40	
Total for Teacher Digital Licenses		\$1,733.40			
Print Materials					
Student Materials					
1724820	9781328552419 Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 1	\$21.00	67	\$1,407.00	
Total for Print Materials		\$1,407.00			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Grade 1 Spanish				\$3,200.40	
Grade 2					
Student Digital Licenses					
1791078	9780358414834 Math Expressions StA Student License Digital 3 Year Grade 2 Includes: Student Digital Management Center 3 Year Grade 2 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses				\$60.00	
Teacher Digital Licenses					
1688506	9781328808639 Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 2	\$405.00	25	\$10,125.00	
Total for Teacher Digital Licenses				\$10,125.00	
Print Materials					
Student Materials					
1688349	9781328812674 Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 2	\$21.00	408	\$8,568.00	
Total for Print Materials				\$8,568.00	
Total for Grade 2				\$18,753.00	

Grade 2 Spanish					
Student Digital Licenses					
1791106	9780358415114 Math Expressions Spanish Student License Digital 3 Year Grade 2 Includes: Student Digital Management Center 3 Year Grade 2 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses				\$60.00	
Teacher Digital Licenses					
1725112	9781328555373 Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 2	\$433.35	3	\$1,300.05	
Total for Teacher Digital Licenses				\$1,300.05	
Print Materials					
Student Materials					
1724821	9781328552426 Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 2	\$21.00	70	\$1,470.00	
Total for Print Materials				\$1,470.00	

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Grade 2 Spanish				\$2,830.05	
Grade 3					
Student Digital Licenses					
1791079	9780358414841 Math Expressions StA Student License Digital 3 Year Grade 3 Includes: Student Digital Management Center 3 Year Grade 3 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses				\$60.00	
Teacher Digital Licenses					
1688507	9781328808646 Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 3	\$405.00	24	\$9,720.00	
Total for Teacher Digital Licenses				\$9,720.00	
Print Materials					
Student Materials					
1688350	9781328812681 Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 3	\$21.00	491	\$10,311.00	
Total for Print Materials				\$10,311.00	
Total for Grade 3				\$20,091.00	

Grade 3 Spanish					
Student Digital Licenses					
1791107	9780358415121 Math Expressions Spanish Student License Digital 3 Year Grade 3 Includes: Student Digital Management Center 3 Year Grade 3 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses				\$60.00	
Teacher Digital Licenses					
1725113	9781328555380 Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 3	\$433.35	2	\$866.70	
Total for Teacher Digital Licenses				\$866.70	
Print Materials					
Student Materials					
1724822	9781328552433 Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 3	\$21.00	56	\$1,176.00	
Total for Print Materials				\$1,176.00	

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Grade 3 Spanish		\$2,102.70			
Grade 4					
Student Digital Licenses					
1791080	9780358414858 Math Expressions StA Student License Digital 3 Year Grade 4 Includes: Student Digital Management Center 3 Year Grade 4 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses		\$60.00			
Teacher Digital Licenses					
1688508	9781328808660 Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 4	\$405.00	23	\$9,315.00	
Total for Teacher Digital Licenses		\$9,315.00			
Print Materials					
Student Materials					
1688351	9781328812698 Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 4	\$21.00	493	\$10,353.00	
Total for Print Materials		\$10,353.00			
Total for Grade 4		\$19,728.00			

Grade 4 Spanish					
Student Digital Licenses					
1791108	9780358415138 Math Expressions Spanish Student License Digital 3 Year Grade 4 Includes: Student Digital Management Center 3 Year Grade 4 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses		\$60.00			
Teacher Digital Licenses					
1725114	9781328555397 Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 4	\$433.35	2	\$866.70	
Total for Teacher Digital Licenses		\$866.70			
Print Materials					
Student Materials					
1724823	9781328552440 Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 4	\$21.00	52	\$1,092.00	

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Print Materials		\$1,092.00			
Total for Grade 4 Spanish		\$2,018.70			
Grade 5					
Student Digital Licenses					
1791081	9780358414865 Math Expressions StA Student License Digital 3 Year Grade 5 Includes: Student Digital Management Center 3 Year Grade 5 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses		\$60.00			
Teacher Digital Licenses					
1688509	9781328808677 Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 5	\$405.00	22	\$8,910.00	
Total for Teacher Digital Licenses		\$8,910.00			
Print Materials					
Student Materials					
1688352	9781328812704 Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 5	\$21.00	412	\$8,652.00	
Total for Print Materials		\$8,652.00			
Total for Grade 5		\$17,622.00			
Grade 5 Spanish					
Student Digital Licenses					
1791109	9780358415145 Math Expressions Spanish Student License Digital 3 Year Grade 5 Includes: Student Digital Management Center 3 Year Grade 5 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses		\$60.00			
Teacher Digital Licenses					
1725115	9781328555403 Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 5	\$433.35	2	\$866.70	
Total for Teacher Digital Licenses		\$866.70			
Print Materials					
Student Materials					
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HMH Confidential and Proprietary					
008586922	Sold:0000142804	Ship:0000142804	Page 7 of 10	Please submit this form with your purchase order	

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1724824 9781328552457	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 5	\$21.00	56	\$1,176.00	
Total for Print Materials		\$1,176.00			
Total for Grade 5 Spanish		\$2,102.70			
Waggle Math Non CCSS					
Student Licenses					
1804690 9780358522720	Waggle Math Student License Digital Non CCSS 3 Year Grades K-8 Includes: Waggle Math Digital Student Resources Non CCSS 3 Year Implementation Success	\$54.00	4,090	\$220,860.00	
Total for Student Licenses		\$220,860.00			
Teacher Licenses					
1808329 9780358557388	2021 Waggle Math Teacher License Digital Non CCSS 3 Year Grades K-8 Includes: Waggle Math Digital Teacher Resources Non CCSS 3 Year Access to Teacher's Corner	\$298.00			182
Total for Teacher Licenses		\$0.00			
Total for Waggle Math Non CCSS		\$220,860.00			
Professional Services - Waggle Math Non CCSS					
Implementation Success					
1768332 9780358242550	Getting Started: Introduction to Waggle Math K-8 Live Online 2-Hour This session walks teachers through how to use Waggle in their classroom to provide personalized practice and gain actionable data insights on their students. This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their HMH program(s), grade level and implementation timeline. A recommended sequence of live sessions and on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH program. Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.		5		
Total for Professional Services - Waggle Math Non CCSS		\$ 0.00			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<i>Total Savings:</i>	\$54,236.00
<i>Subtotal Purchase Amount:</i>	\$356,049.60
<i>Shipping & Handling:</i>	\$31,862.88
<i>Total Cost of Proposal (PO Amount):</i>	\$387,912.48

****Please add proper sales tax to your order****

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Total Cost of Proposal (PO Amount): \$387,912.48

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Duluth Public Schools
4316 Rice Lake Rd
Duluth, MN 55811-4012

Sold to:

Duluth Public Schools
4316 Rice Lake Rd
Duluth, MN 55811-4012

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 12/14/2022

Proposal Expiration Date: 1/28/2023



Houghton Mifflin Harcourt

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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Dale Uselman
dale.uselman@isd709.org

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