



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT Agenda Item Summary

Meeting Date: April 24, 2024

Agenda Section: Consent

Agenda Item Title: Approve the purchase for K-5 Amplify Texas curriculum

From/Presenters: Millicent Marcha, Chief Academic Officer
Vanessa Dominguez, Director of Teaching and Learning

Description: Amplify Reading will provide Amplify Texas consumables for Kinder through 2nd grade and teachers with software licenses and professional resources for the 2024-2025 school year. This includes software licenses for 6th through 8th Grade for students and professional teacher resources.

Historical Data: This will be our third year using Amplify Texas as our district curriculum resource for our Kinder through 8th grade students.

Recommendation: Approve the K-5 Amplify/Texas Curriculum licenses, and teacher professional resources.

Purchasing Director and Approval Date: Victoria Cantu | April 10, 2024 | TCLAS Approved Vendor

Funding Budget Code and Amount: 410 11 6395 00 825 4 11 00 0 \$199,704.42

Goal: SSAISD will increase academic achievement for all students and thus closing the gap between student populations in pursuit of advanced performance.



Price Quote

Amplify

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

Quote #: Q-341916-1
Date: 2/8/2024
Expires On: 3/9/2024

Customer Contact Information

Eve Prado
South San Antonio Ind Sch Dist
210-977-7000 3576
eve.prado@southsanisd.net

Amplify Contact Information

Carla Small
Sales support
csmall@amplify.com

Grade K - ELAR/SLAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas GK Complete Teacher Kit - 1yr (2024-2025)	\$1,400.00	0	1	\$0.00	\$1,400.00
Amplify ELAR Texas GK Complete Student Kit - 1yr (2024-2025)	\$185.00	0	1	\$0.00	\$185.00
Amplify TX ELAR GK Skills & Knowledge Activity Book Set	\$38.00	0	550	\$0.00	\$20,900.00
Amplify TX ELAR GK Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	40	\$0.00	\$0.00
Amplify SLAR TX GK Complete Teacher Kit - 1yr (2024-2025)	\$1,824.00	0	4	\$0.00	\$7,296.00
Amplify SLAR Texas GK Complete Student Kit - 1yr (2024-2025)	\$117.00	0	4	\$0.00	\$468.00
Amplify SLAR GK Complete Activity Book Set	\$47.50	0	158	\$0.00	\$7,505.00
Amplify TX SLAR GK Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	16	\$0.00	\$0.00
TOTAL				\$0.00	\$37,754.00

Grade 1 - ELAR/SLAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G1 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	0	1	\$0.00	\$1,350.00
Amplify ELAR Texas G1 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	1	\$0.00	\$178.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G1 Skills & Knowledge Activity Book Set	\$38.00	0	550	\$0.00	\$20,900.00
Amplify TX ELAR G1 Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	40	\$0.00	\$0.00
Amplify SLAR TX G1 Complete Teacher Kit - 1yr (2024-2025)	\$1,965.00	0	4	\$0.00	\$7,860.00
Amplify SLAR Texas G1 Complete Student Kit - 1yr (2024-2025)	\$117.00	0	4	\$0.00	\$468.00
Amplify SLAR G1 Complete Activity Book Set	\$47.50	0	170	\$0.00	\$8,075.00
Amplify TX SLAR G1 Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	16	\$0.00	\$0.00
TOTAL				\$0.00	\$38,831.00

Grade 2 ELAR/SLAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G2 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	0	1	\$0.00	\$1,350.00
Amplify ELAR Texas G2 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	1	\$0.00	\$178.00
Amplify TX ELAR G2 Skills & Knowledge Activity Book Set	\$38.00	0	560	\$0.00	\$21,280.00
Amplify TX ELAR G2 Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	40	\$0.00	\$0.00
Amplify SLAR TX G2 Complete Teacher Kit - 1yr (2024-2025)	\$1,965.00	0	4	\$0.00	\$7,860.00
Amplify SLAR Texas G2 Complete Student Kit - 1yr (2024-2025)	\$117.00	0	4	\$0.00	\$468.00
Amplify SLAR G2 Complete Activity Book Set	\$47.50	0	175	\$0.00	\$8,312.50
Amplify TX SLAR G2 Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	16	\$0.00	\$0.00
TOTAL				\$0.00	\$39,448.50

Grade 3 - ELAR/SLAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G3 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	0	1	\$0.00	\$1,280.00
Amplify ELAR Texas G3 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	1	\$0.00	\$173.00
Amplify TX ELAR G3 Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	40	\$0.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G3 Complete Teacher Kit - 1yr (2024-2025)	\$1,408.00	0	4	\$0.00	\$5,632.00
Amplify SLAR TX G3 Complete Student Kit - 1yr (2024-2025)	\$104.00	0	4	\$0.00	\$416.00
Amplify TX SLAR G3 Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	16	\$0.00	\$0.00
TOTAL				\$0.00	\$7,501.00

Grade 4 - ELAR/SLAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR TX G4 Complete Teacher Kit_23 - 1yr (2024-2025)	\$1,280.00	0	1	\$0.00	\$1,280.00
Amplify ELAR TX G4 Complete Student Kit_23 - 1yr (2024-2025)	\$173.00	0	1	\$0.00	\$173.00
Amplify TX ELAR G4 Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	40	\$0.00	\$0.00
Amplify SLAR TX G4 Complete Teacher Kit_23 - 1yr (2024-2025)	\$1,408.00	0	4	\$0.00	\$5,632.00
Amplify SLAR TX G4 Complete Student Kit_23 - 1yr (2024-2025)	\$104.00	0	4	\$0.00	\$416.00
Amplify TX SLAR G4 Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	16	\$0.00	\$0.00
TOTAL				\$0.00	\$7,501.00

Grade 5 - ELAR/SLAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G5 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	0	1	\$0.00	\$1,280.00
Amplify ELAR Texas G5 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	1	\$0.00	\$173.00
Amplify TX ELAR G5 Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	40	\$0.00	\$0.00
Amplify SLAR TX G5 Complete Teacher Kit - 1yr (2024-2025)	\$1,408.00	0	4	\$0.00	\$5,632.00
Amplify SLAR TX G5 Complete Student Kit - 1yr (2024-2025)	\$104.00	0	4	\$0.00	\$416.00
Amplify TX SLAR G5 Teacher Resource Site - 1yr (2024-2025)	\$0.00	0	16	\$0.00	\$0.00
TOTAL				\$0.00	\$7,501.00

Grade 6 ELAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G6 Teacher License - 1yr (2024-2025)	\$45.00	8	2	\$360.00	\$90.00
Amplify TX ELAR G6 Student License - 1yr (2024-2025)	\$29.25	0	600	\$0.00	\$17,550.00
TOTAL				\$360.00	\$17,640.00

Grade 7 ELAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G7 Teacher License - 1yr (2024-2025)	\$45.00	7	3	\$315.00	\$135.00
Amplify TX ELAR G7 Student License - 1yr (2024-2025)	\$29.25	0	550	\$0.00	\$16,087.50
TOTAL				\$315.00	\$16,222.50

Grade 8 - ELAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G8 Teacher License - 1yr (2024-2025)	\$45.00	7	3	\$315.00	\$135.00
Amplify TX ELAR G8 Student License - 1yr (2024-2025)	\$29.25	0	550	\$0.00	\$16,087.50
TOTAL				\$315.00	\$16,222.50

Shipping

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$11,082.92	\$0.00	\$11,082.92

TOTAL DISCOUNT \$990.00
 GRAND TOTAL \$199,704.42

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: 07/01/2024 until 06/30/2025.

- 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

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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)

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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](#).

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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!

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