



HOME OF THE LIONS
NORTH DAVIS PREPARATORY ACADEMY

Board Meeting Packet

VISION:

North Davis Preparatory Academy students develop a love of learning, experience high academic achievement, and enjoy high bi-literate proficiency.

BOARD CONSTITUTION:

- ★ We will Govern, not Manage. We will set the direction and goals for the school, but we will not micromanage the day to day administration of the school.
- ★ We will speak with "One Voice". We will recognize that our authority is only valid as a group and not as individuals. We will not use our position on the Board to promote our own personal agendas.
- ★ We will make the Spanish language a key element of our school.
- ★ We will make decisions that will keep NDPA financially stable.
- ★ We will review our Charter before making any dramatic changes to school policy.

May 1, 2024

North Davis Preparatory Academy Electronic Board Meeting Agenda Wednesday, May 1, 2024

Anchor Location: Elementary Library, 1765 W. Hill Field Rd., Layton, UT 84041

Zoom Meeting: <https://us02web.zoom.us/j/84714213546?from=addon>

Meeting ID: 847 1421 3546

Mobile: (669) 900-9128



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AGENDA

9:00 AM – INTRODUCTORY ITEMS

- Welcome and Introductions – Monte Poll

PUBLIC COMMENT (Comments will be limited to 3 minutes each)

- [Amplify CKLA Curriculum Purchase](#)

CONSENT ITEMS

- [March 27, 2024 Board Meeting Minutes](#)

VOTING ITEMS

- [Amplify CKLA Curriculum Purchase](#) – Ryan Robinson
- [2024-2025 Teacher Student Success Act Plan](#) – Ryan Robinson

DISCUSSION ITEMS

- Calendaring Items – Monte Poll
 - Next PreBoard Meeting – May 21st
 - Annual Board Meeting – June 5th
 - Electronic Board Meeting – June 26th [IF NEEDED]
- NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.**

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- NCSC24 Boston, MA June 30 – July 3
 - ✓ Ballgame – Sunday, June 30th @ 1:35 p.m.
 - ✓ AW Dinner – Sunday, June 30th TBD (with LLA)
 - ✓ AW Evening Social – Monday, July 1st 6-9 @ SPIN Boston

ADJOURN

UPCOMING CALENDAR ITEMS

June

Audit Engagement Letter
 Science-In-Action Expenditures
 2023-2024 Final Amended Budget
 2024-2025 Annual Budget
 2024-2025 Sex Ed Instruction Committee
 Property & Liability Insurance Renewal
 SpEd Contract Services
 Principal Bonus/Salary
 Ratify Board Members & Terms
 Ratify Board Officers
 Board Member Agreement
 Set 2024-2025 Board Meeting Schedule
 Mental Health Screening Determination
 Fraud Risk Assessment/Ethical Behavior
 Annual PPP Training & Review
 Principal/AW Evaluation

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[Back to Agenda](#)

North Davis Preparatory Academy Board Meeting Minutes Wednesday, March 27, 2024

Location: Elementary Library, 1765 W. Hill Field Rd., Layton, UT 84041

Others in Attendance: Maggie Arave, Dale Pfister, Clint Heiner, Rita Brock (via Zoom)

Excused: Monte Poll

Others in Attendance: Ryan Robinson, Tyler O'Brien, Dawn Kawaguchi, Abby Moss, Annie Newman, Truman Minner, Audrey Moon

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MINUTES

6:02 PM – INTRODUCTORY ITEMS

- Welcome and Roll Call – Maggie Arave
- Pledge of Allegiance – Maggie
- School Vision – Dale
- Board Constitution – Clint

There was no PUBLIC COMMENT. This was the first public comment period for [Amplify CKLA](#) curriculum purchase.

REPORTS

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- **Student** – Ryan stated that these two trips were very close to each other. He informed the students that this Board makes the decisions that allow the students to participate in the Spain trip and they also approve the funding for the Spain trips.
 - *Cineca in Utah* – Truman stated that his science project was about “Finding Life on Mars”. He also presented with a partner (Daniel). Truman is more confident and talkative. Daniel is shier but his Spanish is better than Trumans. It was good to present together and to share the load. It was fun to present throughout Utah but his favorite was presenting in Spain because the people there are so nice. One day Daniel was sick and Truman had to present alone. They didn’t care how bad his Spanish was. They only cared about the project. He shared all the places that he really enjoyed in Spain. Audrey also reported that Spain was such a great opportunity and she learned so much from the culture. Ryan asked the students if they are planning on doing the 9th grade trip.
 - *9th Grade Spain Trip* – Annie and Abby both shared their experiences on the 9th grade Spain trip. Their host families were very nice. Annie’s host family threw here a surprise birthday party. The students were also so nice. They got to know the culture and were able to visit a lot of the places that they learned about in their Spain Study Abroad class. Abby realized that she speaks Spanish better than she thought. The students are loud in class just like they are here. It was a great learning experience. The food was so good. They all exchanged social media with the students that they met. The board asked questions about the place that they visited and what was their favorite. *The students were excused at 6:15 p.m.*

➤ **Administration**

- **State of the School** – Ryan Robinson stated that when they get their video montage of the Spain trip done, he will send it out to the board. He also informed the Board that they will be having their Spain debriefing meeting tomorrow morning where they talk about what worked and what they might change. Ryan shared how 52 students were a lot and how he is thinking of making some changes to keep the number closer to 35 which is more manageable.
 - ✓ Retention of Students
 - ★ Comprehensive Guidance Review
 - ★ Our enrollment numbers for next year are looking good. Our open houses and Kindergarten Round Up have been completed and were very well attended.
 - ✓ Compliance
 - ★ Amended Equipment & Other Capital Assets Acquired with Federal Funds Administrative Procedures – There was no further discussion.
 - ★ Child Nutrition Program Audit – It was a good audit. There were some findings, but they were minimal. We are working on going through the findings and fixing them.
 - ✓ Student Achievement
 - ★ Ryan stated that last month he shared the MOY assessment scores and the growth looks really good. He will be sharing the EOY assessments at the June meeting.

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- ✓ Ryan reviewed the process of the evaluation that he has being every board meeting. He stated that he has working on the communication with the board with police reports, etc. that was asked of him last year. The board thanked Ryan for the great communication and expressed their appreciation. There was a discussion on hall passes and cell phones.

➤ **Board of Directors**

- Financial Review – Clint Heiner stated that there will be a final amended budget in June. He briefly discussed the projected amended budget and explained that the projected net income will be significantly lower than usual. Clint stated that he has asked Platte at AW to put together a training for the board about insurance policies, liability and some of the School’s policies. There was a discussion on the 3rd party building rentals. Tyler O’Brien added that overall, the School is financial healthy. Tyler reviewed some of the highlights that have affected the overall budget. They are one-time costs/purchases that don’t happen every year like the furniture and HVAC purchases that were spread over two fiscal budgets. Tyler also reviewed the Schools tax return (990 form) that is given to the IRS. It has been reviewed by Tyler and Ryan Smith but put together Eide Bailly. It will also need to be signed by Monte. There was a discussion on WPU and salaries for next year and 32-hour teacher professional development.

BOARD TRAINING

- School LAND Trust Training Assurances – Maggie Arave asked if everyone has watched the SLT training videos that Dawn sent out via email. All present board members have completed the SLT training. Monte has completed the training even though he was not present.
- Open & Public Meetings Act Training – Tyler O’Brien asked everyone to get out their cell phone and scan the QR code he provided. Everyone was able to take a 11-question quiz on the Open and Public Meetings Act. Tyler read each question and the four possible answers. Each question that had incorrect answers generated discussion on that item. All members had at least 70% correct.

CONSENT ITEMS

- February 7, 2024 Board Meeting Minutes – There was no further discussion. **Maggie Arave made a motion to approve the consent items. The votes were as follows:**
 - Maggie Arave – Aye**
 - Clint Heiner – Aye**
 - Rita Brock – Aye**
 - Dale Pfister – Aye****Motion passed unanimously.**

VOTING ITEMS

- Award RFP for Janitorial Services – Ryan Robinson stated that it is time to renew their janitorial services. They issued an RFP and scored the bids. A third bid was missed but it

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was over three times as much. They have been with Toone Cleaning and they will be staying with them.

- 2024-2025 School LAND Trust Plan – Ryan Robinson stated that they use these funds to purchase their tech for the year and then a small portion of the funds go to Cami Johnson’s salary and benefits. She is the tech person who also proctors testing. Ryan reviewed the goal.
- Amend Wellness Policy – Ryan Robinson stated that these updates were initiated by the CNP audit. These changes were recommended by the state. Some of the changes were adding an assessment tool, adequate exercise time, feed them healthy food and teach them about their body and nutrition. There was a discussion on selling candy and pop machines during lunch.

Maggie Arave made a motion to approve the following:

- **Award the contract on NDPA’s RFP for Janitorial Services Provider to Toone Cleaning and authorize Ryan Robinson to sign, on behalf of NDPA, an up to 5-year written contract with Toone Cleaning consistent with Toone Cleaning’s proposal;**
- **Approve the 2024-2025 School LAND Trust Plan; and**
- **Approve the Amended Wellness Policy**

The votes were as follows:

Maggie Arave – Aye

Clint Heiner – Aye

Rita Brock – Aye

Dale Pfister – Aye

Motion passed unanimously.

DISCUSSION ITEMS

- Calendar Items – ALL
 - Electronic Board Meeting is May 1st @ 9 a.m. – We will need this meeting to approve the LA curriculum. There was a discussion on the possible construction projects coming up and the safety grants attached to it.
 - Next PreBoard Meeting is May 21st @ 1 p.m.
 - Annual Board Meeting is June 5th @ 5 p.m. – There was a discussion on rescheduling this meeting because Ryan will be out of town but there wasn’t a day that everyone could be present. As long as the board is fine with Ryan having one of the other administrators present the assessment scores and report on the school, we can keep the same day since it was hard finding a day that works.
 - NCSC24 Boston, MA – June 30 – July 3 – Dawn reviewed the schedule for Boston. Ryan would like the school to pay for the ballgame if board members wanted to attend.
 - ✓ Ballgame – Sunday, June 30th @ 1:35 p.m.
 - ✓ AW Dinner – Sunday, June 30th TBD (with LLA)
 - ✓ AW Evening Social – Monday, July 1st TBD

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Tyler O'Brien was excused at 7:32 p.m.

There was no CLOSED SESSION.

7:41 PM – Maggie Arave made a motion to ADJOURN. The votes were as follows:

Maggie Arave – Aye

Clint Heiner – Aye

Rita Brock – Aye

Dale Pfister – Aye

Motion passed unanimously.

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NDPA Board of Director's Meeting Wednesday, May 1, 2024

Action Item: *Amplify CKLA/ELA Curriculum & Materials*

Issue:

In accordance with the school's purchasing policy, all invoices that exceed \$25,000 must be approved by the North Davis Preparatory Academy Board of Directors. This includes all purchases from a single vendor in a 30-day period.

Background:

Amplify Core Knowledge Language Arts (CKLA) is the leading early literacy curriculum grounded in the Science of Reading. By combining knowledge-building and research-based foundational skills, our instruction guides educators in developing strong readers, writers, and thinkers.

With a powerful online platform and a parallel Spanish language arts curriculum, Amplify CKLA provides a comprehensive solution for PreK–5 educators and students. With Amplify ELA, students learn to tackle any complex text and make observations, grapple with interesting ideas, and find relevance for themselves.

The Amplify CKLA/ELA online subscription for both teachers and students also has supplemental consumables that consists of classroom kits, skill reader sets/bundles, and teacher kits for grades K-8. The CKLA curriculum is for students K-5 and the ELA curriculum is for grades 6-8. The quote is for a 5-year subscription. The second quote is for professional development that includes onsite and remote training for both CKLA and ELA.

Recommendation:

It is recommended that the Board approve the Amplify CKLA/ELA curriculum, materials, and professional development not to exceed \$220,000.

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Price Quote

Amplify

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

Quote #: Q-362591-1
 Date: 4/15/2024
 Expires On: 5/15/2024

Customer Contact Information

Courtney Bills
 North Davis Prep Academy
 (801) 547-1809
 cbills@northdavisprep.org

Amplify Contact Information

Bob McCarty
 Senior Account Executive
 (435) 655-1731
 rmccarty@amplify.com

Grade K

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify CKLA Uvl Adoption GK Complete Classroom Kit Bundle_NS - 5yr (2024-2029)	\$3,238.92	0	2	\$6,477.84
Amplify CKLA 2nd Ed GK Skills Consumable Set_NS Total Qty over 5yrs (2024-2029)	\$34.56	0	600	\$20,736.00
Amplify CKLA Utah GK Dig Exp Teacher License - 5yr (2024-2029)	\$460.00	2	0	\$0.00
Boost Reading Student License - 1yr (2024-2025)	\$40.00	0	120	\$0.00
CKLA GK Skills Dig Exp Student License - 5yr (2024-2029)	\$65.00	120	0	\$0.00
Amplify CKLA 2nd Ed GK Skills Reader Set_NS	\$21.56	0	10	\$215.60
Amplify Caminos Uvl GK Adptn Conocimiento Teacher Kit - 5yr (2024-2029)	\$918.00	0	1	\$918.00
Amplify Caminos Uvl GK Dig Exp Teacher License - 5yr (2024-2029)	\$460.00	0	1	\$0.00
TOTAL				\$28,347.44

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify CKLA Uvl Adoption GK Complete Classroom Kit Bundle_NS - 5yr (2024-2029)	\$3,238.92	0	2	\$6,477.84
Amplify CKLA 2nd Ed GK Skills Consumable Set_NS Total Qty over 5yrs (2024-2029)	\$34.56	0	600	\$20,736.00
Amplify CKLA Utah GK Dig Exp Teacher License - 5yr (2024-2029)	\$460.00	2	0	\$0.00
Amplify CKLA 2nd Ed GK Skills Reader Set_NS	\$21.56	0	10	\$215.60

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Boost Reading Student License - 1yr (2024-2025)	\$40.00	0	120	\$0.00
CKLA GK Skills Dig Exp Student License - 5yr (2024-2029)	\$65.00	120	0	\$0.00
TOTAL				\$27,429.44

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify CKLA Uvl Adoption G2 Complete Classroom Kit_NS - 5yr (2024-2029)	\$3,130.92	0	2	\$6,261.84
Amplify CKLA 2nd Ed G2 Skills Consumable Set_NS Total Qty over 5yrs (2024-2029)	\$34.56	0	600	\$20,736.00
Amplify CKLA Utah G2 Dig Exp Teacher License - 5yr (2024-2029)	\$460.00	2	0	\$0.00
Amplify CKLA 2nd Ed G2 Skills Reader Set_NS	\$25.88	0	10	\$258.80
Boost Reading Student License - 1yr (2024-2025)	\$40.00	0	120	\$0.00
CKLA G2 Skills Dig Exp Student License - 5yr (2024-2029)	\$65.00	120	0	\$0.00
TOTAL				\$27,256.64

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify CKLA 2nd Ed Utah G3 Complete Consumable Bundle_NS, 5 Yr - 5yr (2024-2029)	\$34.88	0	600	\$20,928.00
Amplify CKLA Uvl Adoption G3 Complete Classroom Kit_NS - 5yr (2024-2029)	\$2,158.92	0	2	\$4,317.84
Amplify CKLA 2nd Ed G3 Reader Set	\$47.52	0	10	\$475.20
Amplify CKLA Utah G3 Dig Exp Teacher License - 5yr (2024-2029)	\$460.00	2	0	\$0.00
Amplify CKLA Utah G3 Dig Exp Student License - 5yr (2024-2029)	\$54.00	0	120	\$0.00
Boost Reading Student License - 1yr (2024-2025)	\$40.00	0	120	\$0.00
TOTAL				\$25,721.04

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify CKLA 2nd Ed Utah G4 Complete Consumable Bundle_NS, 5 Yr - 5yr (2024-2029)	\$34.88	0	600	\$20,928.00
Amplify CKLA Uvl Adoption G4 Complete Classroom Kit_NS - 5yr (2024-2029)	\$1,618.92	0	2	\$3,237.84
Amplify CKLA 2nd Ed G4 Reader Set	\$21.56	0	10	\$215.60
Amplify CKLA Utah G4 Dig Exp Teacher License - 5yr (2024-2029)	\$460.00	2	0	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify CKLA Utah G4 Dig Exp Student License - 5yr (2024-2029)	\$54.00	0	120	\$0.00
Boost Reading Student License - 1yr (2024-2025)	\$40.00	0	120	\$0.00
TOTAL				\$24,381.44

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify CKLA 2nd Ed Utah G5 Complete Consumable Bundle_NS, 5 Yr - 5yr (2024-2029)	\$34.88	0	600	\$20,928.00
CKLA Uvl Adptn G5 Complete Classroom Kit_NS - 5yr (2024-2029)	\$1,834.92	0	2	\$3,669.84
Amplify CKLA 2nd Ed G5 Reader Set_NS	\$25.88	0	10	\$258.80
Amplify CKLA Utah G5 Dig Exp Teacher License - 5yr (2024-2029)	\$460.00	2	0	\$0.00
Amplify CKLA Utah G5 Dig Exp Student License - 5yr (2024-2029)	\$54.00	0	120	\$0.00
Boost Reading Student License - 1yr (2024-2025)	\$40.00	0	120	\$0.00
TOTAL				\$24,856.64

Grade 6

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify ELA Uvl G6 Adptn Teacher Blended Package (5yr license 2024-2029)	\$196.20	1	0	\$0.00
Amplify ELA G6 Adptn Student Blended Package (5yr license 2024-2029)	\$119.63	0	120	\$14,355.60
Amplify ELA Uvl Grade 6 Teacher License - 5yr (2024-2029)	\$75.50	0	1	\$75.50
TOTAL				\$14,431.10

Grade 7

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify ELA G7 Student License - 5yr (2024-2029)	\$146.25	0	110	\$16,087.50
Amplify ELA Uvl Grade 7 Teacher License - 5yr (2024-2029)	\$75.50	1	0	\$0.00
Amplify ELA Student Text: A Raisin in the Sun	\$6.49	0	30	\$194.70
Amplify ELA G7 Adptn Writing Journal Bundle	\$27.25	0	110	\$2,997.50
TOTAL				\$19,279.70

Grade 8

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify ELA Uvl Grade 8 Teacher License - 5yr (2024-2029)	\$75.50	1	0	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify ELA G8 Student License - 5yr (2024-2029)	\$146.25	0	110	\$16,087.50
Trade Book: Gris Grimly's Frankenstein	\$8.23	0	30	\$246.90
Amplify ELA Student Text: Narrative of the Life of Frederick Douglass Reader	\$3.27	0	30	\$98.10
Amplify ELA Adptn G8 Writing Journal Bundle	\$27.25	0	110	\$2,997.50
TOTAL				\$19,430.00

GRAND TOTAL

\$211,133.44

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 06/30/2029.
- 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.

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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:

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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.**

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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](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](https://www.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-365118-1
Date: 4/18/2024
Expires On: 5/18/2024

Customer Contact Information

Courtney Bills
North Davis Prep Academy
(801) 547-1809
cbills@northdavisprep.org

Amplify Contact Information

Bob McCarty
Senior Account Executive
(435) 655-1731
rmccarty@amplify.com

CKLA PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA PK OR K-2 OR 3-5 Initial Training for Teachers (1 Day Onsite)	2.00	\$3,200.00	\$6,400.00	\$0.00
Amplify CKLA Coaching Session (1 Day Onsite)	1.00	\$3,200.00	\$3,200.00	\$0.00
Amplify CKLA PK OR K-2 OR 3-5 Strengthen Training (1/2 Day Remote)	2.00	\$750.00	\$0.00	\$1,500.00
TOTAL		\$7,150.00	\$9,600.00	\$1,500.00

ELA PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA Initial Training for Teachers (1 Day Onsite)	1.00	\$3,200.00	\$3,200.00	\$0.00
Amplify ELA Coaching Session (1/2 Day Onsite)	1.00	\$2,500.00	\$0.00	\$2,500.00
Amplify ELA Strengthen Training (1/2 Day Remote)	1.00	\$750.00	\$0.00	\$750.00
TOTAL		\$6,450.00	\$3,200.00	\$3,250.00

TOTAL DISCOUNT
GRAND TOTAL

\$12,800.00
\$4,750.00

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: 07/01/2024 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](https://www.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://www.amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://www.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](https://www.amplify.com/virtual-patent-marking)).
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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.

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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.

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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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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

NDPA Board of Director's Meeting Wednesday, May 1, 2024

Action Item: *2024-2025 Teacher Student Success Act Plan*

Issue:

Teacher and Student Success Act (TSSA) was established by SB 149 in the 2019 legislative session. The board has established and adopted a Student Success Framework. The administration must create a Teacher and Student Success Plan annually, which must be approved by the board.

Background:

In 2019, the Utah State Legislature passed the TSSA as SB 149.

Under the TSSA, LEA governing boards must establish a student success framework to provide guidelines and processes for the school to follow in developing a teacher and student success plan. The framework was submitted to the USBE last year.

Principals of schools must develop the school's teacher and student success plan in accordance with the board's framework by integrating school-specific goals and criteria for improving the school's performance within the state accountability system.

In creating the plan, the principal must solicit input on the plan from the charter trust land council, educators in the school, parents of students at the school, and other administrators. The principal may solicit input from students, other support professionals, or other community stakeholders.

The board must annually review the plan and approve or disapprove it in a regularly scheduled board meeting. The board is to use best efforts to help complete this process on or before June 30 each year.

Recommendation:

It is recommended that the board approve the 2024-2025 Teacher Student Success Act Plan.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.



NORTH DAVIS

PREPARATORY ACADEMY

Teacher Student Success Plan

School Year: 2024-2025

School: North Davis Preparatory Academy

Date Board Student Success Framework Approved: June 28, 2019

Date Teacher and Student Success Plan Approved: May 1, 2024

General Information

In accordance with the Student Success Framework approved by the Board, the school's administration will create a Teacher and Student Success Plan designed to improve the school's performance under the state's accountability system (USBE staff have indicated that this means achieving at least a 1% increase from the previous year's overall score). The Plan's goals may align with the goals shown on the School Land Trust Plan. Schools must include at least one goal in the plan. Schools must solicit input on developing the plan from administrators, school level educators, parents, and the School Land Trust council and may solicit input from students, support professionals, or other community stakeholders. The Plan must be submitted to the school's Board for approval. The Board will annually review the Plan submitted and use its best efforts to complete the approval process by June 30 each year. The School Land Trust council will select a component of the approved plan to address within the School Land Trust Plan.

Goals based on School Needs

1. Students at NDPA in grades K - 9 will increase language arts scores by 2 percentage points as compared to the previous years' proficiency scores.
2. Students at NDPA in grades K - 9 will increase math scores by 1 percentage points as compared to the previous years' proficiency scores.

Measurement

- ★ **Goal 1** as measured by end of year summative test.
- ★ **Goal 2** as measured by end of year summative test.

Action Steps

- ★ Administration will provide teachers and/or staff with professional learning opportunities to implement data-based decision making.
- ★ Teachers will use data to create instructional opportunities for students.
- ★ Students will take end of year summative tests in language arts and math.

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Budget

- ★ 25% of the TSSA funds will be used to increase staff wages.
- ★ 75% of the TSSA funds will be used for training, supplies, and materials that teachers need to effectively teach targeted interventions and tiered instruction.

NOTES: According to statute, administration needs to annually submit to the LEA Board a description of (1) budgeted and actual expenditures of the Plan, (2) how the expenditures relate to the school's Plan, and (3) how the school measures the success of the school's participation in the program. The school must post on its website (a) the approved Plan, (b) a description of the school's allocation budgeted and actual expenditures, (c) a summary of how the expenditures help the school accomplish the plan, and (d) the school's current level of performance.

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