



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-10-20 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

ITEM No.:
EE-9.

TITLE:
Recommendation to Approve Agreement - FY21-191 - Scholastic GEERS

REQUESTED ACTION:
Approve the recommendation of the above-referenced Agreement. Contract Term: Upon commencement by both parties through June 30, 2021, Eight (8) Months; User Department: Elementary Learning; Award Amount: \$1,049,440; Awarded Vendor(s): Scholastic Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
The agreement will provide books and resources to families identified as meeting the following eligibilities: Students in K-3 identified by their Tier 3 status indicating a substantial deficiency in Reading from the District's RII/MTSS database (BASIS) and Students in grades 4 and 5 with a Level 1 or 2 at a D, F, or Low three hundred (300) school identified through 2019 FSA data.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact to the District will be \$1,049,440. The funding source will come from the Elementary and Secondary School Emergency Relief fund and Coronavirus Aid, Relief and Economic Security (CARES) Act. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Nicole Mancini	Phone: 754-321-1850
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
10/13/2020, 10:04:35 AM

Approved In Open Board Meeting On: **OCT 20 2020**
By: *Donna K...*
School Board Chair

EXECUTIVE SUMMARY

Recommendation to Approve Agreement FY21-191 – Scholastic GEERS

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the Agreement between Scholastic, Inc., and The School Board of Broward County, Florida (SBBC), starting upon execution by both parties through June 30, 2021. The agreement will provide books and resources to families identified as meeting the following eligibilities:

- Students in K-3 identified by their Tier 3 status indicating a substantial deficiency in Reading from the District's RtI/MTSS database (BASIS).
- Students in grades 4 and 5 with a Level 1 or 2 at a D, F, or Low three hundred (300) school identified through 2019 FSA data.

The spending authority being requested is \$1,049,440.

Goods/Services Description

Responsible: Elementary Learning

The goal of the Governor's Emergency Education Relief grant is to support students that have come up against barriers created by COVID-19. One (1) of the most important skills for all students is the ability to read. During the COVID-19 pandemic, some students continue to have limited access to books or at-home libraries to ensure this skill is nurtured. Broward County and Scholastic Inc. are partnering together to increase at-home literacy, access to high-quality text, while supporting the new Benchmark in Excellence Student Thinking (BEST) standards with these books. Broward County Public Schools identified students in grades K-5 that will receive these carefully selected book packs. Students in kindergarten through fifth grade will receive forty (40) books, family guides, and accompanying journals. The authentic book selections support grade level BEST standards and will enrich the independent reading lives of these students.

Research shows that the number of physical books in the home, the amount and type of interactions with books in the home, and the amount of time spent independent reading in the home has a direct impact on reading achievement. Collective research from the US Department of Education for the past several decades show that communities ranking high in achievement tests have several factors in common: an abundance of books in public libraries, easy access to books in the community at large, and a large number of books in children's homes.

In general, the findings show that providing children access to print materials accomplishes the following:

- Improves reading performance.
- It is instrumental in helping children learn the basics of reading.
- Prompts children to read more frequently and for greater amounts of time.
- Improves children's attitudes toward reading and learning.
- Further increases children's and family's desire to read and acquire more books.

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 FY21-191 – Scholastic GEERS
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**Procurement Method
 Responsible: PWS**

Pursuant to Rule 6A -1.012, 11(b), and 14, Florida Administrative Code, and Purchasing Policy 3320, Section II.H, authorizes the purchase of any type of copyrighted materials, instructional materials, and computer software without competitive solicitations.

**Financial Impact
 Responsible: PWS and Elementary Learning**

The spending authority being requested is \$1,049,440 as detailed below:

DESCRIPTION	Price Per Pack	Total Qty	Gratis Offer	Total	Scholastic Contribution	Broward Purchase
<i>Each grade level pack includes: (1) (10) Books, one (1) Journal, and one (1) Family Guide</i>						
Custom Take Home Pack Grade K	\$ 160	428	12.5% Gratis	\$68,480	\$8,640	\$ 59,840
Custom Take Home Pack Grade 1	\$ 160	1620	12.5% Gratis	\$259,200	\$32,480	\$ 226,720
Custom Take Home Pack Grade 2	\$ 160	1478	12.5% Gratis	\$236,480	\$29,600	\$ 206,880
Custom Take Home Pack Grade 3	\$ 160	1528	12.5% Gratis	\$244,480	\$30,560	\$ 213,920
Custom Take Home Pack Grade 4	\$ 160	1254	12.5% Gratis	\$200,640	\$25,120	\$ 175,520
Custom Take Home Pack Grade 5	\$ 160	1190	12.5% Gratis	\$190,400	\$23,840	\$ 166,560
Total # of Students		7498				
				\$1,199,680		\$1,049,440

Funding for this Agreement will be taken from the Elementary and Secondary School Emergency Relief fund and Coronavirus Aid, Relief and Economic Security (CARES) Act to address the impact of COVID-19 on elementary schools. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of October, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SCHOLASTIC INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
557 Broadway, New York NY 10012.

WHEREAS, the SBBC is in need of books to enrich home libraries for struggling readers in Grades K-5 as they continue at-home and/or face-to-face learning and virtual instruction during the COVID-19 Pandemic and has selected the VENDOR to provide such products; and

WHEREAS, VENDOR is willing to provide such products to the SBBC; and

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement; and

WHEREAS, the SBBC Purchasing Policy 3320 Section 2(H) states "the requirement of requesting competitive solicitations from three or more sources is hereby waived as authorized by Rule 6A-1.012, Florida Administrative Code State Board of Education Administrative rules for the purchase of educational services and any type of copyrighted materials; and

WHEREAS, the products being purchased subject to this Agreement are copyrighted Materials.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by both Parties and conclude on June 30, 2021.

2.02 VENDOR Responsibilities.

(a) Goods. VENDOR shall provide SBBC with the following goods:

- 1) Books listed in **Attachment A**. Each SBBC Identified Students, as defined in this Agreement, will receive forty (40) books over a six (6) month period to be used with the one (1) Family Guide and one (1) Student Journal, as described below. SBBC Identified Students means K-5 district students and K-5 Broward County charter school students specifically selected and identified by SBBC as meeting one of the identified GEER Assurances [1)K-3 students in the 2019-2020 school year with a substantial deficiency in reading who may be at risk for retention, prioritizing grade 3 students, or 2) grade 4 or 5 students who scored a level 1 or 2 on the most recent FSA and are served in a L300 or D or F school]. The books for SBBC Identified Students include high interest, grade appropriate, culturally responsive, and Benchmarks for Excellence in Student Thinking (B.E.S.T.) books.
- 2) Seven thousand four hundred ninety-eight (7,498) Family Guides for all SBBC Identified Students. In partnership with Yale University, Scholastic has created a Family Guide in both English and Spanish for grades K-5. The Family Guide was developed to support literacy at each age and stage, each Family Guide provides scaffolded family support, while also meeting grade level expectations. The Family Guide includes, a welcome letter, the importance of parental support, grade level milestones, literacy activities in every home, and finally skill builders that can be used every day.
- 3) Seven thousand four hundred ninety-eight (7,498) Student Journals for all SBBC Identified Students. Student Journal with Reading Motivation and Book Response Pages support both reading and writing skills. For each individual grade level each Student Journal supports grade level skills and academic standards. Students are asked to explore books deeply and demonstrate deep understanding.

(b) Delivery. Upon the request of SBBC, VENDOR shall immediately deliver the above goods directly to the district schools containing SBBC Identified Students and Broward County charter schools containing SBBC Identified Students, as specified by SBBC.

2.03 Cost of Goods and Payment.

(a) Cost. The total amount of the goods that the VENDOR will provide to SBBC as outlined under this Agreement shall not exceed One Million Forty-Nine Thousand, Four Hundred Thirty-Eight Dollars and 92/100 Cents (\$1,049,438.92), which includes shipping and handling.

DESCRIPTION	Item #	Price Per Pack	Total Qty	Grants Quantity	Broward Quantity	Grants Offer	Total	Scholastic Contribution	Broward Purchase
<i>Each grade level pack includes: 40 Books, 1 Journal and 1 Family Guide</i>									
Custom Take Home Pack Grade K	ASKTBOPS-40BK	\$ 160.00	476	54	374	12.5% Grants	\$78,480.00	\$17,310.00	\$ 59,840.00
Custom Take Home Pack Grade 1	ASKTBOPS-40BK	\$ 160.00	1620	203	1417	12.5% Grants	\$259,200.00	\$22,410.00	\$ 279,720.00
Custom Take Home Pack Grade 2	ASKTBOPS-40BK	\$ 160.00	1478	185	1293	12.5% Grants	\$236,480.00	\$19,630.00	\$ 206,680.00
Custom Take Home Pack Grade 3	ASKTBOPS-40BK	\$ 160.00	1528	191	1337	12.5% Grants	\$244,480.00	\$17,510.00	\$ 213,970.00
Custom Take Home Pack Grade 4	ASKTBOPS-40BK	\$ 160.00	1254	157	1097	12.5% Grants	\$200,640.00	\$15,110.00	\$ 179,540.00
Custom Take Home Pack Grade 5	ASKTBOPS-40BK	\$ 160.00	1190	149	1041	12.5% Grants	\$190,400.00	\$15,610.00	\$ 166,560.00
Total # of Students			7498						
							\$1,199,680.00		
Scholastic Contribution								\$160,240.00	

(b) **Payment.** SBBC will immediately provide VENDOR with a valid purchase order. VENDOR shall immediately submit to SBBC a proper and appropriate invoice in the amount of One Million Forty-Nine Thousand, Four Hundred Thirty-Eight Dollars and 92/100 Cents (\$1,049,438.92); and SBBC will provide payment to VENDOR by October 31, 2020. If VENDOR does not provide SBBC with all of the goods under this Agreement, then, by June 30, 2021, VENDOR shall remit to SBBC a pro rata refund of the fee(s) paid for each good that it did not provide to SBBC based upon the rates outlined in Attachment A.

2.04 **SBBC Disclosure of Education Records.**

(a) SBBC will provide VENDOR the education records listed in this section to enable mailing of book packs directly to schools.

(b) SBBC will provide VENDOR with the following de-identified education records via email:

- 1) Number of identified students in each grade level at each school
- 2) Name of school
- 3) School mailing address

(c) VENDOR is considered a "school official" with a legitimate educational interest to receive SBBC student education records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.05 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, the VENDOR shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

- 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
- 11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's

request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) The VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 Inspection of VENDOR'S Records by SBBC. The VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of The VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide the VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to the VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by the VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by the VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall

be paid by the VENDOR. If the audit discloses billings or charges to which the VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of the VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Elementary Learning Department The
School Board of Broward County, Florida
600 Southeast Third Avenue, 13th Floor
Fort Lauderdale, Florida 33301

To VENDOR: Andrew S. Hedden
Executive Vice President and General Counsel
Scholastic Inc.
557 Broadway
New York, NY 10012

With a Copy to: Toni R. Abrahams
Vice President of Operations
Scholastic Inc.
557 Broadway
New York, NY 10012

2.08 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any

services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC.** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) **By VENDOR.** The VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and

expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(d) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(e) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(f) **Cancellation of Insurance.** VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(g) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.13 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By *Donna Korn*
Donna P. Korn, Chair

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Kathelyn
Jacques-Adams, Esq. -
kathelyn.jacques-
adams@gbrowardschools.com
Reason: Scholastic Inc. - GEER
Date: 2020.10.12 16:10:39 -04'00'

Kathelyn Jacques-Adams

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]



FOR VENDOR:

SCHOLASTIC INC.

Teresa M. Connelly
Teresa M. Connelly, *Assistant* Secretary

By *Toni Abrahams*

Name Toni Abrahams

Title 10/12/20

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF New York

COUNTY OF Westchester

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of October ²⁰²⁰ (date) by Toni Abrahams (name *VP Operations*) of officer or agent, title of officer or agent) of Scholastic Inc (name of corporation acknowledging), a NY Corporation (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced _____ (type of identification) as identification and who did / did not first take an oath this 12 day of October, 2020.

My Commission Expires:

Nancy A Malkin
Signature Notary Public

(SEAL)

NANCY A MALKIN
Printed Name of Notary

Notary's Commission No. NANCY A. MALKIN
Notary Public, State of New York
No. 60-4742148
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires May 31, 2022

Attachment A



four hundred twenty-eight (428) GRADE K Take Custom Take Home Packs

TITLE	ITEM #	QTY	FNF	Series	Author	Ages	Grade Range	Lexile Measure	GRL
Llama Llama Red Pajama	9LL-990665	1	F	Llama Llama	Dawdney	2-6	P-K	AD420L	M
The Ugly Duckling	9LL-813519	1	F	My First Fairy Tales	Alpern	4-6	P-1	AD530L	L
Hiccup Hair	9LL-854803	1	F		Miller	4-6	P-1	AD380L	J
Lila Red and the Very Hungry Lion	9LL-812572	1	F		Smith	4-7	P-2	AD620L	K
Cry Shapes	9LL-818521	1	F		Murray	4-7	K-2	AD930L	M
Mommy's Khmer	9LL-856360	1	F		Thompson Bigelow	4-7	K-2	AD560L	L
The Weather Girl	9LL-857388	1	F			4-6	P-1	300L	H
Beautiful	9LL-815200	1	F	Beautiful & Brave	McAnulty	4-7	P-2	AD370L	G
The Duckling Gets a Cookie!	9LL-581671	1	F	The Pigeon	Williams	3-6	P-1	AD300L	J
Goodnight Moon	9LL-09242	1	F		Brown	3-6	P-1	AD360L	H
When Sophie's Factory Are Ready, Really Hurt	9LL-811403	1	F		Bang	4-7	P-2	AD490L	K
Miss Bindergarten Gets Ready for Kindergarten	9LL-81931	1	F	Miss Bindergarten	Skate	4-6	P-K	590L	L
The Library Book	9LL-827311	1	F		Chapin	4-6	P-1	AD500L	J
Wah	9LL-867063	1	F		Saunders	4-6	P-1	610L	K
The Smallest Girl in the Smallest Grade	9LL-811875	1	F		Roberts	5-6	K-1	AD1010L	M
Ele	9LL-819064	1	F	Ele	Wu	3-6	P-1	AD560L	K
Sometimes Rain	9LL-861631	1	F		Fleming	4-6	P-1	250L	H
Mixed, A Colorful Story	9LL-854786	1	F		Cheung	4-6	P-1	AD500L	G
Flower Garden	9LL-99445	1	F		Sunling	4-8	P-1	AD660L	J
The Very Impatient Caterpillar	9LL-853223	1	F		Burach	5-7	K-2	AD260L	K
Where the Wild Things Are	9LL-442113	1	F		Sandak	4-7	P-2	AD740L	J
Curious George in Super George!	9LL-855728	1	F	Curious George®	Charlesworth	5-6	K-2	330L	
If You Give a Mouse a Cookie	9LL-40233	1	F	If You Give a Mouse	Nemeroff	3-6	P-1	AD660L	K
The Pigeon Finds a Hot Dog!	9LL-980012	1	F	The Pigeon	Williams	3-6	P-K	AD410L	I
Amigo	9LL-824588	1	F		Tamara	4-6	P-1		
Nina Wrestles the World	9LL-580223	1	F		Marcos	4-7	P-1	420L	M
Caps for Sale, A Tale of a Paddler, Some Monkeys, and Their Monkey Business	9LL-912061	1	F	Caps for Sale	Stobodkina	4-7	K-2	AD480L	K
Dragons Love Tacos	9LL-560426	1	F	Dragons Love Tacos	Rubin	3-7	P-1	AD520L	L
Mighty, Mighty Construction Site	9LL-829055	1	F	Goodnight Construction Site	Dunkey Rinker	4-7	P-1	AD710L	M
Boppy Bop Barbershop	9LL-862694	1	F		Tarpley			AD	
Caring for Your Len	9LL-856854	1	F		Sauer	4-6	P-1	530L	L
Duck Rabbit!	9LL-525829	1	F		Lichtenheld	4-6	P-1	AD300L	J
Happy Dreamer	9LL-854604	1	F		Reynolds	4-7	P-2	AD490L	M
It Came in the Mail	9LL-819558	1	F		Canton	4-6	P-1	480L	L
Cookie's Week	9LL-43604	1	F		Ward	3-6	P-1	360L	F
David Goes to School	9LL-932171	1	F	No, David!	Shannon	4-7	P-2	210L	G
Cheers for a Dozen Ears, A Summer Crop of Counting	9LL-593440	1	NF	Seasonal Concept Explorations	Chernosky	4-7	P-1	AD400L	H
Mary Had a Little Lab	9LL-857116	1	F		Fless	5-7	K-2	560L	L
Come On, Rain!	9LL-33126	1	F		Hesse	4-6	P-1	AD660L	M
A Unicorn Named Sparkle	9LL-822189	1	F	Sparkle	Young	4-6	P-K	AD460L	

TITLE	ITEM #	QTY	FNF	Series	Author	Ages	Grade Range	Lexile Measure	GRL
Lucia the Luchadora and the Million Masks	9LL-861232	1	F	Lucia the Luchadora	Garza	5-7	K-2	5D570L	M
Alma and How She Got Her Name	9LL-860783	1	F		Marinez-Neal	5-7	K-2	490L	L
The Little Red Fox	9LL-826876	1	F		Maer	5-8	K-3	AD470L	L
Do You Believe in Unicorns?	9LL-867364	1	F		Murgua	4-7	P-2	460L	K
The Tortoise & the Hare	9LL-817270	1	F		Finkney	4-8	K-3	20L	C
I Can Build It!	9LL-834009	1	F	Acorn - Princess Truly	Greenwall	5-7	K-2	420L	H
I Want to Be a Veterinarian	9LL-860491	1	F	I Can Read!™ Level 1 — I Want to Be...	Driscot	5-7	K-2	490L	I
This Little Trailblazer, A Girl Power Primer	9LL-828172	1	NF	This Little...	Holub	5-7	K-2	AD740L	K
We Are Alike, We Are Different	9LL-157616	1	NF	Scholastic News Nonfiction Readers—We the Kids	Bahrens	5-7	1-2	260L	L
Dreamers	9LL-860511	1	F		Moraes	5-8	K-3	AD480L	M
Popo's Lucky Chinese New Year	9LL-827203	1	F		Loh-Hagan	6-8	1-3	AD580L	
How to Catch a Mermaid	9LL-856548	1	F	How to Catch...	Walace	5-7	K-2	500L	
Don't Worry, Bee Happy	9LL-850492	1	F	Acorn - Humble and Bee	Buroch	5-7	K-2	350L	H
Frog and Toad Are Friends	9LL-04529	1	F	Frog and Toad	Label	5-8	K-2	400L	K
Dive, Dolphin, Pre-Reader	9LL-813226	1	NF	National Geographic Kids Readers	Evan	5-7	K-2	370L	G
Me on the Map	9LL-10705	1	F		Sweeney	5-8	1-3	280L	I
Even Superheroes Have Bad Days	9LL-819439	1	F	Even Superheroes	Becker	4-7	K-2	AD950L	L
Fly Guy and the Alienzz	9LL-863605	1	F	Fly Guy	Arnold	5-7	K-2	530L	J
Henry and Mudge, the First Book	9LL-16284	1	F	Henry and Mudge	Ryan	5-8	1-3	420L	J
Mother Bruce	9LL-810115	1	F	Mother Bruce	Higgins	5-7	K-2	AD500L	L
Pass the Bat, Mal	9LL-845608	1	F	Penguin Young Readers Level 2 — Mal	Adler	6-7	1-2	390L	I
Dear Dragon	9LL-829711	1	F		Funk	5-7	K-2	AD560L	L
The Popeboy	9LL-368933	1	F		Pikey	4-7	1-2	AD530L	N
Pete the Cat's Groovy Bake Sale	9LL-860347	1	F	My First I Can Read!™ — Pete the Cat	Dean	5-7	K-2	480L	I
A Team Stays Together, Ready-to-Read Level 2	9LL-568753	1	F	The Dunny Family	Dunny	5-7	1-2	300L	J
I Really Like Slap	9LL-834356	1	F	Elephant & Piggie	Williams	4-7	P-2	190L	G
Stella the Search Dog	9LL-865266	1	NF	National Geographic Kids — Doggy Day	Gerry	5-7	K-2	530L	H
The Bad Seed	9LL-834666	1	F	The Bad Seed	John	5-7	K-2	AD390L	J
Shaks	9LL-582948	1	NF	Seedlings	Rigas	5-7	K-2	270L	G
Llama Llama Red Pajama	9LL-990665	1	F	Llama Llama	Dawdney	2-6	P-K	AD420L	M
The Ugly Duckling	9LL-813519	1	F	My First Fairy Tales	Alparin	4-6	P-1	AD530L	L
Goodnight Moon	9LL-09242	1	F		Brown	3-6	P-1	AD360L	H
Where the Wild Things Are	9LL-442113	1	F		Sendak	4-7	P-2	AD740L	J
Curious George in Super Gear!	9LL-855728	1	F	Curious George!	Charlesworth	5-6	K-2	330L	
If You Give a Mouse a Cookie	9LL-40233	1	F	If You Give a Mouse	Nemerall	3-6	P-1	AD660L	K
Ruby Bridges Goes to School, My True Story	9LL-510855	1	NF	Scholastic Reader!® Level 2	Bridges	5-7	K-2	470L	K
The Missing Fox	9LL-826745	1	F	Scholastic Reader!® Level 2 — Kate Fry, Private Eye	Cox	5-7	K-2	420L	J
Apple Picking Day!, Step 1	9LL-808774	1	F	Step Into Reading!® Step 1	Ransom	4-6	K-1	80L	F
Biscuit Loves the Park	9LL-859617	1	F	My First I Can Read!™ — Biscuit	Capucilli	5-7	K-2	220L	G
Hiets, Sea Friends!	9LL-860078	1	F	My First I Can Read!™ — I Am Otter	Garton	5-7	K-1	340L	H



Learning and Literacy Enrichment

one thousand four hundred seventy-eight (1,478) GRADE 2 Custom Take Home Packs

TITLE	ITEM #	QTY	FNF	Series	Author	Ages	Grade Range	Lexile Measure	GRL
Fret Fret	9LL-814161	1	F	Branches — Hide Cracks the Case	Lysiak	7-8	2-3	640L	O
Happy Paws	9LL-658289	1	F	Branches — Layla and the Bots	Fang	6-8	1-3	500L	N
Rosa Parks, Level 2	9LL-590860	1	NF	National Geographic Kids Readers	Jozynka	6-8	1-3	750L	M
I Am Sonia Salomayor	9LL-860669	1	NF	Ordinary People Change the World	Meltzer	6-7	2-3	630L	P
Misty Copeland	9LL-803272	1	NF	Scholastic Reader!® Level 3—When I Can	Ryak	6-8	1-3	NC900L	O
Maddie's Fridge	9LL-864631	1	F		Brandt	5-8	K-3	AD520L	M
The Quickest Kid in Clarksville	9LL-815762	1	F		Miler	6-9	2-4	300L	M
Barkus	9LL-827325	1	F	Barkus	MacLachlan	6-8	1-3	480L	L
Pug Blasts Off!	9LL-853003	1	F	Branches — Diary of a Pug	May	6-8	1-2	590L	N
Dear Mr. Blueberry	9LL-62357	1	F		James	5-9	1-3	AD660L	L
Amelia Bedelia Unleashed	9LL-564864	1	F	Amelia Bedelia Chapter Book	Avril	7-8	2-3	580L	P
Cam Jansen and the Graduation Day Mystery	9LL-562078	1	F	Cam Jansen Mysteries	Adler	6-9	2-3	450L	N
Henry and Mudge and Annie's Good Move . . .!	9LL-04053	1	F	Henry and Mudge	Rylant	5-8	K-2	470L	J
The World Is Not a Rectangle, A Portrait of Arch	9LL-857167	1	NF		Winter	7-9	2-4	760L	O
Keena Ford and the Field Trip Mix Up	9LL-809091	1	F	Keena Ford	Thomson	6-8	2-3	740L	N
Sneeze of the Ocho Schnozz, A Branches Book	9LL-803448	1	F	Branches — Notebook of Doom	Cummings	6-8	1-3	490L	O
Game Over, Super Rabbit Bay!	9LL-803471	1	F	Branches — Press Start!	Flintham	6-8	1-3	590L	O
Captain Awesome Goes to Superhero Camp	9LL-857494	1	F	Captain Awesome	Kirby	6-8	1-3	670L	M
The Haunted House Next Door	9LL-827263	1	F	Desmond Cole Ghost Patrol	Medoso	6-8	1-3	630L	M
Fat Stanley and the Bees	9LL-860353	1	F	I Can Read!™ Level 2 — Fat Stanley	Brown	4-8	K-2	490L	J
I am Jackie Robinson	9LL-803327	1	F	Ordinary People Change the World	Meltzer	6-7	2-3	540L	O
Cream Big, Michael Jordan and the Pursuit of Ex	9LL-580575	1	NF		Jordan	6-8	2-3	690L	M
Where's Rodney?	9LL-854711	1	F		Ragan	6-8	1-3	AD580L	L
The Case of the Weird Blue Chicken, The Next M	9LL-803766	1	F	The Chicken Squad	Cronin	7-9	2-3	530L	N
Monster Trucks	9LL-835389	1	NF	Fly Guy Presents	Arnold	5-7	1-3	890L	N
Space	9LL-556492	1	NF	Fly Guy Presents	Arnold	6-8	1-3	590L	K
#24 Soccer on Sunday, A Merlin Mission	9LL-827691	1	F	Magix Tree House—Merlin Missions	Osborne	7-9	2-4	570L	N
Super Narwhal and Jelly Joll	9LL-828272	1	F	Narwhal and Jelly	Clanton	6-8	1-3	GN510L	N
Noodleheads See the Future	9LL-833729	1	F	Noodleheads	Hamilton	6-8	1-2	GH400L	L
What If You Had an Animal Tongue?!	9LL-857667	1	NF	What If You Had Animal...	Morkle	6-8	1-3		
Llama Llama Red Pajama	9LL-990665	1	F	Llama Llama	Dowdney	2-6	P-K	AD420L	M
The Ugly Duckling	9LL-813519	1	F	My First Fairy Tales	Alparin	4-6	P-1	AD530L	L
Goodnight Moon	9LL-09242	1	F		Brown	3-6	P-1	AD360L	H
Where the Wild Things Are	9LL-442113	1	F		Sendak	4-7	P-2	AD740L	J
Curious George in Super George!	9LL-855728	1	F	Curious George®	Charlesworth	5-6	K-2	330L	
If You Give a Mouse a Cookie	9LL-40233	1	F	If You Give a Mouse	Numeroff	3-6	P-1	AD660L	K
My Family Adventure	9LL-818323	1	F	Sofia Martinez	Jules	6-8	1-3	360L	M
Written and Drawn by Henrietta	9LL-815203	1	F		Liniers	6-8	1-3	490L	N
The Fairy Dogmother, Step 3	9LL-821372	1	F	Step Into Reading® Step 3	Boelts	6-8	1-3	410L	J
The Dot	9LL-530303	1	F	Dot, Ith, Sky Color	Reynolds	5-9	1-3	AD500L	L



1,000 Custom Take Home Packs

one thousand five hundred twenty-eightNinety-One (1,528) GRADE
3 Custom Take Home Packs

TITLE	ITEM #	QTY	FNF	Series	Author	Ages	Grade Range	Lexile Measure	GRL
Pippi Longstocking	9LL-01655	1	F		Lindgren	8-12	3-5	870L	O
My Life in Pictures	9LL-827251	1	F	Bea Garcia	Zemka	7-9	2-4	510L	M
Jasmine Toguchi, Machi Queen	9LL-825525	1	F	Jasmine Toguchi	Florence	8-10	3-4	560L	O
Mia Mayhem Is a Superhero!	9LL-857150	1	F	Mia Mayhem	Hernandez	7-8	2-3	550L	N
Sonia Sofomayer, Level 3	9LL-825629	1	NF	National Geographic Kids Readers	Kramer	7-9	2-4	750L	
Kids Who Are Changing the World	9LL-860736	1	NF	Ready-to-Read™ Level 3 — You Should	Higginson	7-9	2-4	870L	O
You Should Meet Max Jamson, Level 3	9LL-827303	1	NF	Ready-to-Read™ Level 3 — You Should	Calkhoven	7-9	2-4	880L	Q
Sleta Diaz Has Something to Say	9LL-832539	1	F	Sleta Diaz	Dominguez	8-10	3-5	650L	Q
Maya Lin, Artist-Architect of Light and Lines	9LL-828124	1	NF		Harvey	8-10	3-5	800L	
Shark Lady, the True Story of How Eugenia Clark	9LL-827147	1	NF		Keating	7-9	2-4	730L	N
Smone Bies, Raising the Bar	9LL-867261	1	NF		Bubar	8-10	2-4		Q
Elie, Engineer	9LL-832268	1	F	Elie, Engineer	Parsons	7-9	3-5	740L	Q
A True Home	9LL-826348	1	F	Heartwood Hotel	George	7-9	2-4	650L	P
Woolf, Level 3 Fact Readers	9LL-828129	1	NF	National Geographic Kids Readers	Conroy	7-9	2-4	830L	P
You Should Meet Ruth Bader Ginsburg	9LL-862966	1	NF	Ready-to-Read™ Level 3 — You Should	Calkhoven	7-9	2-4		
Charlie and the Chocolate Factory	9LL-276468	1	F		Dahl	8-12	5	810L	R
Ralph S. Mouse	9LL-68730	1	F	The Mouse and the Motorcycle	Cleary	8-11	3	860L	O
Dragons in a Bag	9LL-860327	1	F	Dragons in a Bag	Elcott	8-12	3-5	740L	T
ElRay Jakes Is a Rock Star!	9LL-545176	1	F	ElRay Jakes	Warner	7-9	2-3	750L	P
Peter Powers and His Not-So-Super Powers!	9LL-818554	1	F	Peter Powers	Clark	7-10	2-5	520L	Q
You Should Meet Jesse Owens, Level 3	9LL-827302	1	NF	Ready-to-Read™ — You Should Meet	Calkhoven	7-9	2-4		
Unmasking the Science of Superpowers, Level 3	9LL-813533	1	NF	Ready-to-Read™ Level 3 — Science of	Brown	7-9	2-4	NC940L	O
You Can't Bring a Sandwich to the Moon... and C	9LL-857940	1	NF	Ready-to-Read™ Level 3 — Secrets of	Calkhoven	7-9	2-4	NC1090L	R
Wild Earth	9LL-929601	1	NF	Seymour Simon's Top 50 Questions Read	Simon	7-10	3-4	NC930L	Q
What If You Could Sniff Like a Shark?, Explore the	9LL-835607	1	NF	What If You Could	Markle	7-9	2-4		
Dupont Hero	9LL-567496	1	F	Little Rhino	Howard	7-9	2-4	540L	O
Let's Do A Thing!	9LL-593229	1	F	Victor Shmud, Total Expert	Benton	7-9	2-4	640L	O
Big Foot and Little Foot	9LL-860074	1	F	Big Foot and Little Foot	Palter	7-10	2-4	700L	O
Wildfres, Level 3	9LL-824489	1	NF	National Geographic Kids Readers	Furgong	7-10	3-4	820L	P
The Bad Guys in the Big Bad Wolf	9LL-830581	1	F	The Bad Guys	Blabey	8-9	3-4	530L	P
K'ier Whale vs. Great White Shark	9LL-516075	1	NF	Who Would Win?	Pallotta	7-9	3-4	AD620L	P
The Bad Guys in the Buddiest Day Ever	9LL-830584	1	F	The Bad Guys	Blabey	8-9	3-4	540L	O
Llama Llama Red Pajama	9LL-990665	1	F	Llama Llama	Dewdney	2-6	P-K	AD420L	M
Where the Wild Things Are	9LL-442113	1	F		Serridak	4-7	P-2	AD740L	J
Cia Lee-Jenkins: Fuluxa Author Extraordinaire	9LL-854557	1	F	Cia Lee-Jenkins	Tan	7-9	2-4	940L	S
Frankie Sparks and the Big Sled Challenge	9LL-862184	1	F	Frankie Sparks, Third Grade Inventor	Bakenstare	7-8	2-3	640L	Q
Lola Levine and the Ballet Scheme	9LL-822557	1	F	Lola Levine	Brown	7-9	2-4	710L	M
Judy Moody, Book Quiz Whiz	9LL-864365	1	F	Judy Moody	McDonald	7-8	2-3	570L	O
Cats React to Science Facts	9LL-695722	1	NF		Howell	8-10	3-5	740L	Q
Charlotte's Web	9LL-30271	1	F		White	7-10	2-4	680L	R



One Hundred Fifty-Seven (157) GRADE 4 Custom Take Home Packs

TITLE	ITEM #	QTY	FNF	Series	Author	Ages	Grade Range	Lexile Measure	GRL
The Secret Garden	9LL-909939	1	F	Scholastic Classics	Burnett	9-12	5-8	970L	U
The Wonderful Wizard of Oz	9LL-822910	1	F		Baum	7-11	2-5	1030L	
Cleo Edison Oliver, Playground Millionaire	9LL-582236	1	F	Cleo Edison Oliver	Frozer	9-12	4-6	590L	R
The Year of The Fortune Cookie	9LL-829255	1	F	Anna Wang	Cheng	8-10	3-5	690L	
Bon Thik Book	9LL-832334	1	F		Gratz	9-11	4-6	690L	S
Alma and the Sea	9LL-832707	1	F		Gambao	7-9	2-4	940L	M
Buffalo Bird Girl, A Hataisa Story	9LL-570837	1	NF		Nelson	8-10	3-5	890L	V
Sasa Stories	9LL-63121	1	F		Delacro	9-12	4-6	760L	S
You Should Meet Women Who Launched the C	9LL-827734	1	NF	Ready-to-Read™ Level 3 — You Should	Calkhoven	8-10	3-5	880L	T
Alice in Wonderland	9LL-929149	1	F	Scholastic Junior Classics	Carroll	9-12	4-6	860L	V
An A From Miss Kater	9LL-812045	1	F		Palacco	9-12	3-5	700L	O
No Talking	9LL-858845	1	F		Clements	8-11	3-5	750L	R
The Hundred Dresses	9LL-40400	1	F		Estes	7-10	3-5	870L	P
Sarah and the Meaning of Awesome	9LL-823668	1	F	Sarah	Brown	8-11	3-4	690L	P
Fourth Grade Fairy	9LL-541528	1	F	Fourth Grade Fairy	Cook	8-9	3-4	550L	P
What to Do About Africa?	9LL-512325	1	NF		Kerley	7-10	3-5	AD800L	R
Duke	9LL-541638	1	F	Dogs of World War II	Larson	8-11	3-6	540L	U
The Big Shrink	9LL-867073	1	F	Upside-Down Magic	Jenkins	9-12	3-5	610L	R
We the Kids, The Preamble to the Constitution of	9LL-822441	1	NF		Coltraw	8-11	3-5	720L	N
Shil Weito Writing the Constitution	9LL-41201	1	NF		Friz	8-12	4-5	950L	T
Bot and the Wating Game	9LL-836034	1	F	Bot	Arnold	9-11	4-6	840L	R
Ugly Cat & Pablo	9LL-594091	1	F	Ugly Cat & Pablo	Quintero	8-9	3-4	700L	O
Comeback Catcher	9LL-860666	1	F		Madrox	8-11	3-6	GN530L	P
Growing Up Pedro	9LL-816335	1	NF		Tavares	8-10	3-5	AD730L	N
The United States v. Jackie Robinson	9LL-862730	1	NF		Baraban-Quaten	8-11	3-6		
Tales of a Fourth Grade Nothing	9LL-955986	1	F	Fudge Books	Blume	8-12	4	470L	Q
Mac Undercover	9LL-859006	1	F	Mac B., Kid Spy	Barnett	8-11	3-5	460L	U
Finda	9LL-960727	1	F		Clements	8-10	3-5	830L	R
The Wizard's War	9LL-582213	1	F	Key Hunters	Luper	8-10	3-5	540L	O
Pippi Longstocking	9LL-01655	1	F		Lindgren	8-12	3-5	870L	O
Charlie and the Chocolate Factory	9LL-274468	1	F		Dahl	8-12	5	810L	R
Ralph S. Mouse	9LL-69730	1	F	The Mouse and the Motorcycle	Cleary	8-11	3	860L	O
Danavon's Double Trouble	9LL-854714	1	F	Danavon	Monalisa DeGrass	7-9	2-3	550L	R
Out Of Wonder, Poems Celebrating Poets	9LL-853748	1	F		Kwanza Alexander	9-13	4-7	NP	S
Finding Wonders, Three Girls Who Changed Scie	9LL-857164	1	F		Jeanine Atkins	8-12	4-6	970L	X
Little House in the Big Woods	9LL-48817	1	F	Little House	Wilder	8-12	3-4	930L	Q
Women's Suffrage	9LL-856591	1	NF	Bast Back!	Orlin	9-12	3-6	NC1100L	S
The Mouse with the Question Mark Tail	9LL-564798	1	F		Pack	8-10	3-5	680L	S
Spirit Week Showdown	9LL-811787	1	F	The Magnificent Mya Tibbs	Allen	8-10	3-5	620L	R
Yo-Yo and Yeou-Cheng Ma, Finding Their Way	9LL-857941	1	NF		Louie	8-10	3-5	650L	P

TITLE	ITEM #	QTY	FINF	Series	Author	Ages	Grade Range	Lexile Measure	GRL
Front Desk	9LL-854164	1	F	Front Desk	Yang	10-12	5-7	640L	V
The Jumbies	9LL-593186	1	F	The Jumbies	Bapista	9-12	4-6	680L	U
Flor and Miranda Steal the Show	9LL-858846	1	F		Torres	9-11	4-6	680L	T
Hidden Figures, The True Story of Four Black Women at NASA	9LL-856228	1	NF		Corking	8-12	3-6	980L	N
Wish Upon a Sleepover	9LL-859366	1	F		Selfors	10-12	5-7	600L	T
Gerlie's Leap to Greatness	9LL-825713	1	F		Beasley	9-11	4-6	720L	U
Because of the Rabbit	9LL-853876	1	F		Lord	8-10	3-5	660L	S
Because of Winn Dixie	9LL-925051	1	F		D'Camilla	9-12	4-7	670L	R
The Care and Feeding of a Pet Black Hole	9LL-862972	1	F		Cuevas	9-12	4-7	710L	S
Inside Out & Back Again	9LL-544785	1	F		Loi	9-12	5-7	800L	U
Dancing Home	9LL-547753	1	F		Ada	9-12	4-6	960L	S
The Lion, the Witch and the Wardrobe	9LL-510998	1	F	The Chronicles of Narnia	Lewis	9-14	5-7	940L	T
The Last Kids on Earth	9LL-803048	1	F	The Last Kids on Earth	Broffer	8-12	3-7	650L	S
Power Forward, Book 1	9LL-856233	1	F	Zayd Saleem, Chasing the Dream	Khan	9-12	4-6	600L	Q
A Long Rich Home	9LL-827278	1	F		Lorenz	9-11	4-6	740L	U
A Whole New Ballgame	9LL-814874	1	F		Baldner	8-12	3-7	540L	T
Ugly	9LL-821197	1	NF		Hoge	9-12	4-6	890L	T
Beetle Boy	9LL-585347	1	F	Beetle Boy	Leonard	10-13	5-6	750L	V
The Space Race	9LL-835487	1	NF	Blast Back!	Orin	8-11	3-6	NC1120L	S
The Brilliant World of Tom Gates	9LL-858199	1	F	The Brilliant World of Tom Gates	Pinchon	7-9	4-6	650L	S
The Homework Machine	9LL-513888	1	F	The Homework Machine	Gutman	9-11	4-6	680L	Q
Sam Dunk	9LL-538761	1	F	STAT Standing Tall and Talented	Sloudevre	9-11	4-6	640L	V
The One and Only Ivan	9LL-584200	1	F	The One and Only	Applegate	10-13	5-6	680L	S
Pippi Longstocking	9LL-01655	1	F		Lindgren	8-12	3-5	870L	O
Charlie and the Chocolate Factory	9LL-276468	1	F		Dahl	8-12	5	810L	R
Ralph S. Mouse	9LL-68730	1	F	The Mouse and the Motorcycle	Cleary	8-11	3	860L	O
The Secret Garden	9LL-909939	1	F	Scholastic Classics	Burnell	9-12	5-8	970L	U
The Wonderful Wizard of Oz	9LL-822910	1	F		Baum	7-11	2-5	1030L	U
Alice in Wonderland	9LL-929149	1	F	Scholastic Junior Classics	Carroll	9-12	4-6	860L	V
We the Kids, The Preamble to the Constitution of the United States	9LL-822441	1	NF		Galrow	8-11	3-5	720L	N
Shhh! We're Writing the Constitution	9LL-41701	1	NF		Friz	8-12	4-5	950L	T
Mac Undercover	9LL-858006	1	F	Mac B., Kid Spy	Barnett	8-11	3-5	460L	U
Mustaches for Maddie	9LL-855292	1	F		Chad Morris	10-13	5-7	560L	S
Buffy Before X	9LL-855134	1	F		Ilyasah Shabazz	9-12	4-7	810L	V
Dinosaur, Discovering the World's Largest Dinosaur	9LL-853227	1	NF		Dr. Diego Pol	8-12	3-6	930L	N
Baley's Story	9LL-817860	1	F	A Dog's Purpose Puppy Tale	Cameron	9-11	4-6	720L	R
I Survived the Attack of the Crazyes, 1967	9LL-591982	1	F	I Survived	Tarshis	8-11	4-5	550L	T
Save Me a Seat	9LL-811079	1	F		Varadarajan	8-12	3-5	780L	S
I Survived the Battle of D-Day, 1944	9LL-831738	1	F	I Survived	Tarshis	8-11	4-6	630L	S
I Survived the California Wildfires, 2018	9LL-831744	1	F	I Survived	Tarshis	8-11	4-6		