



**Techbook Purchase Agreement (“Agreement”)  
made as of 05/06/2019 between Discovery Education, Inc. (“Discovery”) and  
RAYTOWN SCHOOL DISTRICT C2, MO (“Subscriber”)**

- Subject to the terms and conditions of this Agreement, Discovery grants to Subscriber, and the teachers and students (collectively, “Users”) enrolled in the school(s) listed in Exhibit A hereto (the “Community”) a limited, non-exclusive, terminable, non-transferable license to access the digital textbook platform known as Discovery Education Science Techbook (“Science Techbook”) via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use the Science Techbook as set forth in the Subscription Services Terms of Use located at <http://www.discoveryeducation.com/aboutus/termsfuse.cfm>, as Discovery may revise such Subscription Services Terms of Use from time to time (the “Subscription Services Terms of Use”).

In connection with and subject to the licenses granted herein, (the “Subscriber License”), Subscriber agrees to purchase, and Discovery agrees to provide, the professional development services as set forth below.

- The “Term” shall be 08/01/2019 through and including 07/31/2025.
- The pricing for this license (the “Fees”) shall be as follows:

**Discovery Education Techbook**

Quantity of Schools	Description	Price Per Techbook	No. of Students	Total
	<b>Discovery Education Science Techbook</b>			
2	Science Techbook – High School Courses	\$63.00	875	\$55,125.00
	<b>Subtotal</b>			<b>\$55,125.00</b>

**Professional Development**

Quantity	Description	Price	Total
	<b>Science Techbook Foundational Pathway Individual Sessions</b>		
1	Professional Learning Session One On-Site Session with 1 PD Specialist for up to 25 participants	\$3,000.00	\$3,000.00
	<b>Subtotal</b>		<b>\$3,000.00</b>

**Grand Total      \$58,125.00**

- The Fees are non-cancellable and are due and payable no later than 30 days after receipt of invoice. Separate invoices for the professional development services will be sent at the end of each month for any and all professional development services delivered during the previous month.
- The professional development shall take place on such date(s), time(s) and place(s) to be mutually agreed to by the parties.
- All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.



7. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (such information limited to first name, last name, grade level and school name), Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's standard terms of use and privacy policy. Discovery shall not transfer or store any student personal information outside the United States.
8. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
9. **Background Checks.** Discovery represents and warrants the following regarding security clearances of those Professional Development Specialists ("PD Specialists") who deliver professional development services. Discovery conducts the following checks on any PD Specialist it sends onto school campuses to perform professional development and related services where students may be present at the time of hire and refreshes such checks on an annual basis:
  - Criminal Records Check
  - Check of all state, local and tribal sex offender (and related) registries that are linked to the national search maintained by the United States Department of Justice Sex Offender Public Website located at <http://www.nsopw.gov/>
  - A local or state fingerprinting check, as requested by Subscriber

For the sake of clarity, the nature of the services offered by Discovery are such that Discovery's PD Specialists are always in the presence of and under the supervision of school district personnel. Further, Discovery agrees to provide, upon request, copies of records documenting the above-referenced background checks for such PD Specialists that shall be performing professional development services on school grounds.

10. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.



11. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

RAYTOWN SCHOOL DISTRICT C2

DISCOVERY EDUCATION, INC.

By: \_\_\_\_\_  
(Signature Required)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Ref. No. Q-00163343**



EXHIBIT A  
LICENSED SCHOOLS

SCIENCE TECHBOOK – HIGH SCHOOL COURSES

SCHOOL NAME	ADDRESS	GR 9 STUDENTS	GR 10 STUDENTS	GR 11 STUDENTS	GR 12 STUDENTS	
RAYTOWN SENIOR HIGH SCHOOL	6019 BLUE RIDGE BLVD, RAYTOWN, MO, 64133-3998	109	109	109	110	
RAYTOWN SOUTH SENIOR HIGH SCHOOL	8211 STERLING AVE, RAYTOWN, MO, 64138-2690	109	109	110	110	
		<b>TOTAL</b>	<b>218</b>	<b>218</b>	<b>219</b>	<b>220</b>

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).