



Confidential Pricing Agreement

March 22, 2011

3 Year PD 360 and Observation 360 Purchase and Pricing Agreement for Clay County School Board

PD 360 Professional Development On-Demand is a web-based, on-demand professional learning resource that supports you in the establishment of a systemic, job-embedded program that emphasizes classroom implementation. Full use and implementation of PD 360 may take time. Observation 360 is a handheld observation tool tightly integrated with PD 360, which enables teachers to see the results of the observation inside PD 360 and get specific recommendations on PD 360 resources.

PD 360 Annual Licensing Pricing - Valid until 04/30/2011

License includes unlimited access for every staff member in each site to:

- The teacher and leadership pedagogy library that is part of the "PD 360 Professional Learning Subscription" license. Common Core 360 Content and Observation 360 are not included as part of the "PD 360 Core" license, and are included in this agreement only if they are specified in the below list.
- Technical support.
- Content additions twice a year, with content released in January and additional content released in July. For complete details of upcoming content, visit http://schoolimprovement.com/pd360_new_content/.
- Program software updates related to the pedagogy library.
- Facilitator guides, reporting, and administrative functionality.
- Access to the free community, groups and colleague applications; participation in groups that require additional fees for participation are not included.

Description	Quantity	Price
PD360 and Observation 360 3 Year Subscription (\$99,800 per year) for Clay County	District Wide	\$299,400.00
June 14 th and 21 st PD360 and Observation On-site Training (\$2,500 per day)	2 days	\$5,000.00
Total Invoice for the 1 st year includes PD360, 3 Years of Observation 360, and 2 days of training		\$144,800.00
Total Invoice for the 2 nd year access to PD360		\$79,800.00
Total Invoice for 3 rd Year access to PD360		\$79,800.00

***Two days of training have been purchased and if more days are needed the days of training can be purchased as needed at \$2,500 per day.**



PD 360 TRAINING

Training is essential for educators to learn to use PD 360 proficiently and apply the new learning in the classroom. PD 360 Training requires two 3-hour training sessions, 30 days apart.

Level 1: Getting Started with PD 360 (3+ hours)

Target: Develop proficiency and comfort with PD 360.

Purpose: Training of school leadership to roll out PD 360 with school colleagues.

Level 2: Going Deeper into PD 360 (3+ hours)

Target: Implement PD 360 as the foundational tool for professional learning.

Purpose: Expand the knowledge of PD 360 and create accountability.

On-site Coaching

Two to four 90-minute one-on-one coaching sessions for leadership teams that participated in Level 1 and Level 2 training at their school site. Coaching sessions are designed to review building level data, implementation, and goal achievement in order to build capacity and expand usage of PD 360.

Level 3, Optional: Creating Custom Courses & Observation 360

A 2 to 3 hour session is available for those desiring training to create custom courses for the school or district, or how to use Observation 360, the handheld observation tool linked tightly to PD 360. This session can also include training in the use of the PD 360 Offline Player. District level leaders will learn how to download video segments for use in areas that do not have internet connectivity or lack broadband capacity to play PD 360 videos.

* If the date is changed less than four weeks prior to the scheduled date, an airfare change fee will be charged which fee shall be the lesser of either \$500 or the actual cost of the airfare change incurred by SINET.



3 Year Purchase and Pricing Agreement

THIS PURCHASE AND PRICING AGREEMENT (the "Agreement") for access to PD 360 is entered into as of March 22, 2011 (the "Effective Date") between the SCHOOL IMPROVEMENT NETWORK, INC. (SINET), a Utah corporation and **Clay County School Board**.

Term

The initial term of this Agreement shall begin on at the earliest of the signing of this agreement, or the date a purchase order is received by SINET in the amount stated above, and shall continue for a period of three (3) years (the "Initial Term"). The customer may extend this agreement for consecutive terms of one (1) year. The exercise of this option by customer must be made within 120 days prior to the end of the initial term and each subsequent extension. SINET shall provide written notice to the customer of the availability of this option to extend the agreement a minimum of 120 days prior to the expiration of the initial term and each subsequent one (1) year extension. Notice shall be mailed to the Assistant Superintendent of Instruction. The per user price quoted in the initial term of the agreement shall not increase by more than 12 percent per year for any extensions of this agreement. In the event of any conflict between the provisions contained in this Agreement and Attachment A the following order of precedence shall govern: (a) Attachment A (b) the terms of this Agreement. This contract may be modified only by written instrument executed by both parties.

Termination

Years following the current term may be terminated without liability to the Customer when it is deemed to be in the best interest of the Customer to so act. Notification of termination must be in writing and issued by Customer's or authorized representative. Subsequent years' termination notices must be received no later than thirty (30) days prior to the end of the then current Term. All usage of PD 360 content in any form, whether through PD 360 or through any other means, is under a non-exclusive license that terminates upon termination of the Agreement. Notice of termination should be sent to: PD 360 Licenses, School Improvement Network, 32 West Center Street, Midvale, UT 84047; or faxed to 801-566-6885.

Payment and Invoicing Terms

SINET will invoice Clay County School Board as follows:

1st Invoice - May, 2011 - US \$144,800.00

Invoicing Terms are Net 45 and are governed by the Local Government Prompt Payment Act, Fl. Stat. 218.7 and 218.8. Delinquent balances will be assessed finance charges at the annual rate of 18%.

Invoicing Information

Shipping Information

Diane Kornegay
Assistant Superintendent of Instruction
Clay County School Board
814 Walnut Street
Green Cove Springs, FL 32043-2705
(904) 284-6547
dkornegay@mail.clay.k12.fl.us

Billing Information

Check here if same as shipping _____

Name:	Nancy Racine
Title:	Director of Purchasing
Address:	814 Walnut Street
City:	Green Cove Springs
State:	FL
Country:	
ZIP Code:	32043-3129
Phone:	(904) 284-6529
Email:	nracine@mail.clay.k12.fl.us

Tax Exemption Certificate

Please include state sales tax exemption certificate when submitting this document. **If certificate is not present, sales tax will be assessed.**



Sole Source Provider

Clay County School Board
814 Walnut St
Green Cove Springs, FL
32043-3129

To whom it may concern:

School Improvement Network owns the copyrights to, and is the sole source provider for the professional development online service, PD 360-Professional Development On Demand, and all video programs associated with PD 360.

PD 360 is published by the School Improvement Network and can only be purchased from the School Improvement Network

Sincerely,

Chet D. Linton
Chief Executive Officer