

Compass Learning annual support for hosted customers includes:

BASIC SUPPORT

- CL Hosting and Database Management
- Toll-Free Helpline Support and Email Access
- Maintenance Updates/version Updates
- Remote Access Support
- Customer Website

LIST OF AUTHORIZED SCHOOLS	ACCT#	Hosted Basic
BANNERMAN LEARN CTR	AC-853581	\$5,000
CLAY HS	AC-853578	\$4,300
FLEMING ISLAND HS	AC-679888	\$4,300
GREEN COVE SPRINGS JR HS	AC-679864	\$4,000
KEYSTONE HEIGHTS HS	AC-679866	\$5,200
LAKE ASBURY JR HS	AC-679890	\$4,000
LAKESIDE JR HS	AC-679867	\$4,000
MIDDLEBURG HS	AC-853579	\$4,300
OAKLEAF JR HS	AC-679892	\$3,900
ORANGE PARK HS	AC-679871	\$5,000
ORANGE PARK JR HS	AC-679870	\$4,100
RIDGEVIEW HS	AC-853580	\$4,300
WILKINSON JR HS	AC-679876	\$4,000
SUBTOTAL		\$56,400

****Districts whose payments are not received on or before their current support expiration date shall be subject to a support reinstatement fee. This fee shall be paid in addition to the current support cost.****



CLAY CO SCHOOL DISTRICT, #100122
Odyssey Renewal Order Form
Term: 2/1/2014 to 1/31/2015

Total for service options:	\$56,400
Total from Impact Teacher Academy form:	_____
Sales Tax:	_____
Grand Total:	_____

*** IF PAYING BY CHECK PLEASE REMIT TO: ***

Compass Learning, Inc.
PO Box 731714
Dallas, TX 75373-1714

*** PLEASE SIGN AND INCLUDE THIS FORM WHEN SUBMITTING PURCHASE ORDERS OR CHECKS ***

Please apply all applicable taxes for AR, AZ, CA, NC, SC, WA and for Non Public/Private Entities in ALL states.

Contact support at 1-800-678-1412 or online at www.compasslearning.com/customer-support

Prices based on current district/school configuration. Quote is valid through the end of current contract term. Payment is due on or before the invoice date. All applicable taxes, if any, shall be paid by the Customer. Past due invoices shall accrue at the rate of 1.5 percent per month. Use of the software shall be governed by the End User License Agreement. Terms contained in the End User License Agreement and the Standard Terms and Conditions shall govern this transaction. In the event of any conflict or inconsistency between the invoice documents (including Exhibits, Terms and Conditions or the End User License Agreement) and Customer's purchase order, the ~~invoice~~ *Customer's purchase order* documents shall control. Compass Learning also accepts credit cards (Discover, MasterCard, and Visa) and wire transfers. If you have questions concerning either of these options, please contact Accounts Receivable Department at 1-800-422-4339.

Compass Learning
Kelly Brumagin, Account Manager
203 Colorado Street, Austin, TX 78701
(512) 481-3646
Fax: 512-492-6209
kbrumagin@compasslearning.com
Date: 6/26/2013

CLAY CO SCHOOL DISTRICT

Printed Name

Signature

Title

Date

Districts whose payments are not received on or before their current support expiration date shall be subject to a support reinstatement fee. This fee shall be paid in addition to the current support cost.

SERVICES	COST	QUANTITY	TOTAL COST
<p>District Foundation (Comprehensive Package) Includes Leadership Team Planning & Orientation Meeting, Mid-Service Report and Progress Review as well as targeted staff development including Blended Model Getting Started w/Odyssey, Differentiating Instructional Path for Students & Student Data Analysis for up to 25 participants. On-site Model: Above sessions delivered as 5 on-site plus report development. Blended Model: Above sessions delivered as 3.5 on-site & 1.5 virtual plus report development.</p>	<p>\$9,000 (on-site) \$7,980 (blended)</p>	_____	\$ _____
<p>Additional Cohort Includes up to 25 additional participants for Getting Started with Odyssey, Differentiating Instructional Paths for Students, and Student Data Analysis.</p>	<p>\$4,440 (on-site)</p>	_____	\$ _____
<p>Project Management (Administrative Services) Project management provides a wide variety of district/school level consulting services. The services delivered are developed by the district and Compass Learning to execute district and school level implementations. Five days of project management services are delivered over the contract period and may include goal setting, school leadership consulting, quarterly district/school progress reports, collection of data regarding the district/school participation in professional development opportunities, and other non-training tasks. This service is intended to be sold with the ITA Core Implementation or Additional Services. Approximately 5 on-site and/or virtual services.</p>	<p>\$6,000</p>	_____	\$ _____
<p>Odyssey Basic Overview (Introduction) Presents Odyssey curriculum scope and sequence and design methodology, as well as the strategies and resources that support Odyssey best practices for the school's specific implementation. Approximate time: 6 hours. Participant limit: 25 teachers. Virtual: Targeted teacher training for up to 25 participants.</p>	<p>\$1,750 (on-site) \$800 (virtual)</p>	_____	\$ _____
<p>Instructional Coaching (Most Flexible Option) Provides follow-up coaching for a teacher or teacher groups including best practices and instructional strategies for using Compass Learning content in classroom. The coaching may include topics such as differentiating instruction, analyzing reports, flexible grouping, creating extension assignments, but is not limited to these topics. The structure and duration of the sessions may be customized based on the needs of the staff. Approximate time: 6 hours. Participant limit: 25.</p>	<p>\$1,750 (on-site) \$800 (virtual)</p>	_____	\$ _____
<p>Impact Teacher Academy (ITA) Online (Minimum Recommendation) Includes regularly scheduled interactive presentations during which our Implementation Managers model best practices. These live sessions cover a broad range of dynamic topics from Getting Started with Odyssey to integration strategies. ITA Online also provides 24/7 access to archived webinars and instructional videos. Approximate time of live, interactive sessions: 20-45 minutes.</p>	<p>Tiered based on sites: 1-4 sites \$800 5-19 sites \$665 20-49 sites \$540 50+ sites \$400</p>	_____	\$ _____
TOTAL: (Please Enter total on signature page)			\$ _____

Impact Teacher Academy services must be utilized within 12 months of purchase. Prices valid for contiguous 48 states. For more information about Impact Teacher Academy, please visit www.compasslearning.com/professional-development or call 1-800-428-8604.

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“Virtual School” means a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of the tutoring provider and such services are the primary purpose of enrollment by Student Clients; and (c) with respect to (a) and (b) a Virtual School is not a school that sells licenses or access to Compass Software on a standalone basis or sells licenses or access to Compass Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

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Clay County,
FL
GIR

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As seen and agreed by authorized representatives:

COMPASSLEARNING, INC.	CUSTOMER
 Gina Rivera Director, Business Administration Date: <u>12/19/13</u>	Company: _____ By: _____ Name: _____ Title: _____ Date: _____