

Contractual = ESSER II =



F 2115.400-ESSE-R - ESSER II Purchased Services

Sch #	Reference #	Date	Vendor ID	Vendor Name	Invoice	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
JE-2	<u>42</u>	07/01/2021				60,635.00	0.00	60,635.00	0.00	0.00	60,635.00
EN-4	<u>132</u>	09/02/2021	1984	IXL Learning		0.00	0.00	0.00	0.00	8,295.00	-8,295.00
EN-4	<u>131</u>	09/03/2021	1699	Center for Responsive Schools		0.00	0.00	0.00	0.00	48,840.00	-48,840.00
EN-4	<u>135</u>	09/03/2021	1987	Discovery Education, Inc.		0.00	0.00	0.00	0.00	3,065.00	-3,065.00
CD-24	<u>25165</u>	11/10/2021	1699	Center for Responsive Schools	44714	0.00	0.00	0.00	24,540.00	-24,540.00	0.00
CD-37	<u>25398</u>	01/19/2022	1984	IXL Learning	S406167	0.00	0.00	0.00	4,395.00	-4,395.00	0.00
CD-39	<u>25429</u>	02/02/2022	1987	Discovery Education, Inc.	029815	0.00	0.00	0.00	3,000.00	-3,000.00	0.00
EN-12	<u>135</u>	03/16/2022	1987	Discovery Education, Inc.		0.00	0.00	0.00	0.00	3,000.00	-3,000.00
JE-12	<u>191</u>	03/16/2022	1987	Discovery Education, Inc.		0.00	0.00	0.00	-3,000.00	0.00	3,000.00
CD-13	<u>26102</u>	09/14/2022	1699	Center for Responsive Schools	#: INV57757 Year 2	0.00	0.00	0.00	12,150.00	-12,150.00	0.00
CD-14	<u>26179</u>	09/29/2022	1984	IXL Learning	#: S406168	0.00	0.00	0.00	1,950.00	-1,950.00	0.00
CD-18	<u>26275</u>	10/31/2022	1987	Discovery Education, Inc.	#: CINV-070560	0.00	0.00	0.00	2,166.60	-2,166.60	0.00
JE-10	<u>151</u>	01/11/2023				0.00	12,945.00	12,945.00	0.00	0.00	12,945.00
JE-10	<u>151</u>	01/11/2023				0.00	15,662.00	15,662.00	0.00	0.00	15,662.00
EN-10	<u>913</u>	01/12/2023	2027	ComSource, Inc.		0.00	0.00	0.00	0.00	12,945.00	-12,945.00
EN-10	<u>914</u>	01/12/2023	2028	eCLIPSE Network Solutions, LLC		0.00	0.00	0.00	0.00	15,662.36	-15,662.36
Grand Totals:						60,635.00	28,607.00	89,242.00	45,201.60	43,605.76	434.64

Menands School



Appropriation Status Detail Report By Function From 7/1/2020 To 6/30/2023

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
F 1625.450-ESSE-R	ESSER II Materials & Supplies	235.00	0.00	235.00	231.02	0.00	3.98
1625							
16	*	235.00	0.00	235.00	231.02	0.00	3.98
1	**	235.00	0.00	235.00	231.02	0.00	3.98
	***	235.00	0.00	235.00	231.02	0.00	3.98
F 2115.150-ESSE-R	ESSER II Inst Salary	238,149.00	0.00	238,149.00	106,199.89	82,616.83	49,332.28
F 2115.400-ESSE-R	ESSER II Purchased Services	60,635.00	28,607.00	89,242.00	45,201.60	43,605.76	434.64
F 2115.450-ESSE-R	Materials and Supplies ESSER	0.00	19,992.00	19,992.00	0.00	19,992.00	0.00
F 2115.800-ESSE-R	ESSER II Employee Benefits	100,042.00	-48,599.00	51,443.00	0.00	0.00	51,443.00
2115	PRIOR YEAR TITLE I	398,826.00	0.00	398,826.00	151,401.49	146,214.59	101,209.92
21	**	398,826.00	0.00	398,826.00	151,401.49	146,214.59	101,209.92
2	***	398,826.00	0.00	398,826.00	151,401.49	146,214.59	101,209.92
	Fund FTotals:	399,061.00	0.00	399,061.00	151,632.51	146,214.59	101,213.90
	Grand Totals:	399,061.00	0.00	399,061.00	151,632.51	146,214.59	101,213.90



F 2115.400-ESSE-R - ESSER II Purchased Services

Sch #	Reference #	Date	Vendor ID	Vendor Name	Invoice	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
JE-2	42	07/01/2021				60,635.00	0.00	60,635.00	0.00	0.00	60,635.00
EN-4	132	09/02/2021	1984	IXL Learning		0.00	0.00	0.00	0.00	8,295.00	-8,295.00
EN-4	131	09/03/2021	1699	Center for Responsive Schools		0.00	0.00	0.00	0.00	48,840.00	-48,840.00
EN-4	135	09/03/2021	1987	Discovery Education, Inc.		0.00	0.00	0.00	0.00	3,065.00	-3,065.00
CD-24	25165	11/10/2021	1699	Center for Responsive Schools	44714	0.00	0.00	0.00	24,540.00	-24,540.00	0.00
CD-37	25398	01/19/2022	1984	IXL Learning	S406167	0.00	0.00	0.00	4,395.00	-4,395.00	0.00
CD-39	25429	02/02/2022	1987	Discovery Education, Inc.	029815	0.00	0.00	0.00	3,000.00	-3,000.00	0.00
EN-12	135	03/16/2022	1987	Discovery Education, Inc.		0.00	0.00	0.00	0.00	3,000.00	-3,000.00
JE-12	191	03/16/2022	1987	Discovery Education, Inc.		0.00	0.00	0.00	-3,000.00	0.00	3,000.00
CD-13	26102	09/14/2022	1699	Center for Responsive Schools	# INV57757 Year 2	0.00	0.00	0.00	12,150.00	-12,150.00	0.00
CD-14	26179	09/29/2022	1984	IXL Learning	# S406168	0.00	0.00	0.00	1,950.00	-1,950.00	0.00
CD-18	26275	10/31/2022	1987	Discovery Education, Inc.	# CINV-070560	0.00	0.00	0.00	2,166.60	-2,166.60	0.00
JE-10	151	01/11/2023				0.00	12,945.00	12,945.00	0.00	0.00	12,945.00
JE-10	151	01/11/2023				0.00	15,662.00	15,662.00	0.00	0.00	15,662.00
EN-10	913	01/12/2023	2027	ComSource, Inc.		0.00	0.00	0.00	0.00	12,945.00	-12,945.00
EN-10	914	01/12/2023	2028	eCLIPSE Network Solutions, LLC		0.00	0.00	0.00	0.00	15,662.36	-15,662.36
Grand Totals:						60,635.00	28,607.00	89,242.00	45,201.60	43,605.76	434.64



Account	Employee Name	Emp #	Earning Code	Amount
F 2115.150-ESSE-R	Albert, Tracy A	1	SUMMER CURRICULUM	175.00
	Cahill, Meghan	1052	ADDITIONAL PAY	2,888.76
	Cahill, Meghan	1052	Contractual Earning <i>LESS - 53,468-</i>	<u>74,102.03</u>
	Ervin, Michele L	833	SUMMER CURRICULUM	350.00
	Hall, Samantha	1053	Contractual Earning	52,161.00
	Hall, Samantha	1053	SUMMER CURRICULUM	350.00
	Kennedy, Caitlin	1004	SUMMER CURRICULUM	105.00
	Kepler, Jayme K	516	SUMMER CURRICULUM	770.00
	Maldonado, Sara	1007	SUMMER CURRICULUM	105.00
	McQuade, Rachel E	944	SUMMER CURRICULUM	385.00
	Mullen, Kelly	1054	SUMMER CURRICULUM	525.00
	Nersesian, Katherine E	873	SUMMER CURRICULUM	770.00
	Passaro, Chelsea	1068	Contractual Earning	20,092.14
	Perfetti, Megan M	699	SUMMER CURRICULUM	350.00
	Ross, Ryan	1062	Contractual Earning	0.00
	Sposito, Nancy J	83	SUMMER CURRICULUM	490.00
	Stanton, Stephanie	480	SUMMER CURRICULUM	770.00
	Trainor, Tracy A	91	SUMMER CURRICULUM	822.50
	Vandenberg, Cheri S	449	SUMMER SCHOOL TCHR	3,266.46
	Vandenberg, Jacoba	972	ADDITIONAL PAY	315.00
	Wroblewski, Kerry A	603	SUMMER CURRICULUM	875.00
			TOTAL	159,667.89

REPORT TOTAL

159,667.89

\$ 106,199.89

Through - January 13th

Meg. Cahill was not supposed to be charged to grant until 22-23 school year, for 2 years - through June, 2024.

Je.



F 2115.150-ESSE-R - ESSER II Inst Salary

Sch #	Reference #	Date	Vendor ID	Vendor Name	Invoice	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
JE-2	42	07/01/2021				238,149.00	0.00	238,149.00	0.00	0.00	238,149.00
CD-15	915	09/15/2021	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	5,626.21	0.00	-5,626.21
CD-19	930	09/30/2021	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	9,808.71	0.00	-9,808.71
EN-6	2122	10/14/2021	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	0.00	92,425.37	-92,425.37
CD-21	1015	10/15/2021	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,926.21	0.00	-4,926.21
CD-23	1029	10/29/2021	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-25	1115	11/15/2021	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-28	1130	11/30/2021	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-32	1215	12/15/2021	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-34	1230	12/30/2021	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-36	122	01/14/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-38	1282022	01/28/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-40	215	02/15/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-42	228	02/28/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-44	315	03/15/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00



F 2115.150-ESSE-R - ESSER II Inst Salary

Sch #	Reference #	Date	Vendor ID	Vendor Name	Invoice	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
CD-46	330	03/30/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-49	414	04/14/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-51	429	04/29/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-54	513	05/13/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-56	526	05/26/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-60	615	06/15/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-61	622	06/22/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	4,401.21	-4,401.21	0.00
CD-63	623	06/23/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	17,604.80	-17,604.80	0.00
JE-15	311	06/30/2022	258	Menands School		0.00	0.00	0.00	-53,468.00	0.00	53,468.00
CD-7	815	08/15/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	2,177.64	0.00	-2,177.64
CD-10	830	08/30/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	1,088.82	0.00	-1,088.82
CD-12	915	09/15/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	5,181.43	0.00	-5,181.43
CD-15	930	09/30/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	2,292.67	0.00	-2,292.67
CD-17	1014	10/14/2022	992	PAYROLL ENCUMBRANC E		0.00	0.00	0.00	2,292.67	0.00	-2,292.67

MAIL INVOICES
IN DUPLICATE TO >
THIS ADDRESS

PURCHASE ORDER

MENANDS UNION FREE SCHOOL DISTRICT
WARDS LANE
MENANDS, NY 12204
Business Office: (518) 465-4561
Fax: (518) 465-4572

DATE: 9/02/2021
VENDOR #: 1984
REQUISITION #:

CF

ORDER TO:

SHIP TO:

MENANDS UFSD
19 Wards Lane
Menands, NY 12204

ID 1984	Vendor Name DXL Learning	Date 9/29/2022	Check Number 26179	Invoice Number #: S406168	Amount \$1,950.00
Vendor Address 777 Mariners Island Blvd Suite 600 San Mateo, CA 94404		Budget Account F 2115.400-ESSF-R			
Purchase Order Number 132		Check Total: \$1,950.00			

This is a governmental purchase order which may be accepted in lieu of exemption certificate for sales tax purposes. FEDERAL TAX I.D. #14-6001372.

Description	Unit Cost	Discount	Shipping	Extended Cost
Services	8,295.0000			8,295.00

Michael Wolff Adv Srvc
SEP 27 2022
Claim Reviewed

[Signature]

\$1,950.00

	PO Amount
--	------------------

Total: 8,295.00

APPROVAL BY PURCHASING AGENT
This Purchase Order is not valid unless signed by

Dr. Maureen A. Long

Dr. Maureen Long

MAIL INVOICES
IN DUPLICATE TO >
THIS ADDRESS

PURCHASE ORDER

MENANDS UNION FREE SCHOOL DISTRICT
19 WARDS LANE
MENANDS, NY 12204
Business Office: (518) 465-4561
Fax: (518) 465-4572

DATE: 9/02/2021
VENDOR #: 1984
REQUISITION #:

ORDER TO:
IXL Learning 777 Mariners Island Blvd Suite 600 San Mateo, CA 94404

SHIP TO:
MENANDS UFSD 19 Wards Lane Menands, NY 12204

Other: K-8

IMPORTANT: Material Safety Data Sheets (MSDS) must be provided directly to the Business Office or payment will be denied. This is a governmental purchase order which may be accepted in lieu of exemption certificate for sales tax purposes. FEDERAL TAX I.D. #14-6001372

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00	Subscription Year 1 and professional learning services \$3,900 (50%) + \$495 = \$4,395 Subscription Year 2 \$1,950 (25%) Subscription Year 3 \$1,950 (25%) Per Quote: 1059147-3	8,295.0000			8,295.00

Total: 8,295.00

- INSTRUCTIONS TO VENDOR**
1. Purchase Order Number must appear on all packing slips, correspondence & invoices.
Material must be shipped prepaid.
 2. Tax Exemption Certificate No. 14-6001372.
 3. Itemized packing slip must accompany each shipment.
 4. Purchase Orders paid only upon completion.

APPROVAL BY PURCHASING AGENT
This Purchase Order is not valid unless signed by

Dr. Maureen A. Long

Dr. Maureen Long

Received By _____ Date _____
Schedule: A - 4 Vendor Copy

MAIL INVOICES
 IN DUPLICATE TO >
 THIS ADDRESS

PURCHASE ORDER
 MENANDS UNION FREE SCHOOL DISTRICT
 WARDS LANE
 MENANDS, NY 12204
 Business Office: (518) 465-4561
 Fax: (518) 465-4572

132
 Page 1 of 1

DATE: 9/02/2021
 VENDOR #: 1984
 REQUISITION #:

ORDER TO:

IXL Learning
 777 Mariners Island Blvd
 Suite 600
 San Mateo, CA 94404

SHIP TO:

MENANDS UFSD
 19 Wards Lane
 Menands, NY 12204

Other: K-8

IMPORTANT: Material Safety Data Sheets (MSDS) must be provided directly to the Business Office or payment will be denied. This is a governmental purchase order which may be accepted in lieu of exemption certificate for sales tax purposes. FEDERAL TAX I.D. #14-6001372.

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00	Subscription Year 1 and professional learning services \$3,900 (50%) + \$495 = \$4,395 Subscription Year 2 \$1,950 (25%) Subscription Year 3 \$1,950 (25%) Per Quote: 1059147-3	8,295.0000			8,295.00

Total: 8,295.00

Budget Code	PO Amount	Budget Code	PO Amount
F2115400ESSER	8,295.00		

I certify that the above goods and/or services have been received in good order.

Adams 9/23/21

 Received By/Date

PO# 132

**MENANDS UNION FREE SCHOOL DISTRICT
MATERIALS AND SUPPLIES REQUISITION**

Date 8/31/21
Staff Name cannavo
Grade/Subject K-8

Company Name IXL learning
Ordering Address 77 mariners
island blvd. Suite 202
San Mateo, CA
94404

Telephone # _____
Fax# 1050-372-4301

Orders@ixl.com

QTY	DESCRIPTION	ITEM CODE	UNIT PRICE	TOTAL PRICE
1	Subscription			\$4,395 ✓
	1 yr / professional			
	learning services			
	(2021)			
1	Subscription			\$1,950
	yr. 2. (2022)			
1	Subscription			\$1,950.
	yr. 3 (2023)			
	per quote: 1059147-3			

- COVID-19 ORDER
- EMERGENCY ORDER

SHIPPING	
TOTAL	\$8,295.

APPROVALS:
BUSINESS OFFICE [Signature]
SUPERINTENDENT Dr. Maurer D. Long

F2115400ESSER
BUDGET CODING _____



SALES CONTRACT

CONTRACT #62891

June 3, 2021

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Jennifer Cannavo
Menands Union Free School District
19 WARDS LN
MENANDS, NY 12204-2172

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Megan Burdick	1059147-3	Jul 1, 2021 – Jul 1, 2024

PAYMENT PLAN

	Amount	Invoice date
Subscription year 1 and Professional Learning Services	\$3,900 (50%) + \$495 = \$4,395	July 3, 2021
Subscription year 2	\$1,950 (25%)	July 3, 2022
Subscription year 3	\$1,950 (25%)	July 3, 2023
TOTAL	\$8,295	

Price valid until July 3, 2021

COMMENTS OR SPECIAL INSTRUCTIONS

Option 1: (3) Year Subscription with 20% Discount

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

Jennifer Cannavo

DATE

9/1/21



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:

Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com

Completed sales contracts should be faxed to (650) 372-4301 or e-mailed to orders@ixl.com.



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE

QUOTE # 1059147-3
 DATE: JUNE 3, 2021

TO:
 Jennifer Cannavo
 Menands Union Free School District
 19 WARDS LN
 MENANDS, NY 12204-2172

COMMENTS OR SPECIAL INSTRUCTIONS

Option 1: (3) Year Subscription with 20% Discount

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Megan Burdick		July 1, 2021 – July 1, 2024	July 3, 2021

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-8: 325 students) Subject: Math	\$9,750.00	\$9,750.00
1	multi-year discount	-\$1,950.00	-\$1,950.00
1	IXL Foundations I: Essential Tools for Daily Instruction (90-minute virtual professional learning session) <i>Unlimited instructor accounts included</i>	\$495.00	\$495.00

SUBTOTAL	\$8,295.00
SALES TAX	--
SHIPPING & HANDLING	--
TOTAL DUE	\$8,295.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To pay by purchase order, please email a copy of your PO to orders@ixl.com or fax it to 650-372-4301. Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.



777 Mariners Island Blvd.
 Suite 600
 San Mateo, CA 94404
 Tel: 650-372-4040
 Fax: 650-372-4072

Invoice

Date	Invoice #
9/1/2021	S406167

Bill To
Accounts Payable Menands Union Free School District 19 WARDS LN MENANDS NY 12204-2172

Ship To
Menands Union Free School District 19 WARDS LN MENANDS NY 12204-2172

Terms	PO #	Customer Email
Due on receipt	SC66409	

Description	Qty	Rate	Amount
IXL Foundations I: Essential Tools for Daily Instruction (90-minute virtual professional learning session)	1	495.00	495.00
1 Year IXL Service Site License	1	3,900.00	3,900.00

Handwritten: [Signature] 1/14/22

Please return one copy of invoice with payment. The IXL Service is provided pursuant to the IXL Terms of Service (www.ixl.com/termsofservice).

Mail Payment to: IXL Learning, Inc.
 777 Mariners Island Blvd, Suite 600, San Mateo, CA 94404

By Wire/ACH, Please make remittance to:
 IXL Learning, Inc.
 Silicon Valley Bank (Santa Clara, CA 95054)
 ABA/Routing Number: 121140399
 Checking Account Number: 3300222183
 Swift Code (if international): SVBKUS6S

Total	\$4,395.00
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Handwritten signatures and initials



Vendor ID Vendor Name Vendor 1099

Check / Ref # Type Date Schedule Temp Check Description Invoice # PO Number 1099 Paid

1984 IXL Learning

25398 CD 01/19/2022 A - 37 S406167 132 4,395.00

Check Totals: 4,395.00

Vendor Total: 4,395.00

Grand Total: 4,395.00



777 Mariners Island Blvd.
 Suite 600
 San Mateo, CA 94404
 Tel: 650-372-4040
 Fax: 650-372-4072

Invoice

Date	Invoice #
9/1/2022	S406168

Bill To
Accounts Payable Menands Union Free School District 19 WARDS LN MENANDS NY 12204-2172

Ship To
Menands Union Free School District 19 WARDS LN MENANDS NY 12204-2172

Terms	PO #	Customer Email
Due on receipt	132	

Description	Qty	Rate	Amount
IXL Service Site License (Year 2 of 3)	1	1,950.00	1,950.00

Please return one copy of invoice with payment. The IXL Service is provided pursuant to the IXL Terms of Service (www.ixl.com/termsofservice).

Mail Payment to: IXL Learning, Inc.
 777 Mariners Island Blvd, Suite 600, San Mateo, CA 94404

By Wire/ACH, Please make remittance to:
 IXL Learning, Inc.
 Silicon Valley Bank (Santa Clara, CA 95054)
 ABA/Routing Number: 121140399
 Checking Account Number: 3300222183
 Swift Code (if international): SVBKUS6S

Handwritten signature and initials

Total	\$1,950.00
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MAIL INVOICES
IN DUPLICATE TO >
THIS ADDRESS

PURCHASE ORDER

MENANDS UNION FREE SCHOOL DISTRICT
WARDS LANE
MENANDS, NY 12204
Business Office: (518) 465-4561
Fax: (518) 465-4572

131

Page 1 of 1

DATE: 9/03/2021
VENDOR #: 1699
REQUISITION #:

ORDER TO:

Center for Responsive Schools
85 Ave A #204 PO Box 718
Turner Falls, MA 01376

SHIP TO:

MENANDS UFSD
19 Wards Lane
Menands, NY 12204

Other: Fly five K-8

IMPORTANT: Material Safety Data Sheets (MSDS) must be provided directly to the Business Office or payment will be denied.

This is a governmental purchase order which may be accepted in lieu of exemption certificate for sales tax purposes. FEDERAL TAX I.D. #14-6001372.


Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00	Fly Five License Term K-8 36 Month Term Year 1 K-8	23,400.0000		1,140.00	24,540.00

MENANDS UNION FREE SCHOOL DISTRICT MULTI FUND

ID	Vendor Name	Vendor Address	Date	Check Number
1699	Center for Responsive Schools	85 Ave P.O. Box 718 Turner Falls, NY 01376	11/10/2021	25165

Purchase Order Number	Budget Account	Invoice Number	Amount
141	F 2116.400-ARP	43867	\$829.00
14	F 2116.400-ARP	37920	\$7,461.00
1	F 2115.400-ESSE-R	44714	\$24,540.00

Check Total : \$32,830.00

	44714			 24,540. ⁻
Total:				48,840.00

Budget Code	PO Amount	Budget Code	PO Amount
F2115400ESSER	48,840.00		

APPROVAL BY PURCHASING AGENT
This Purchase Order is not valid unless signed by

Dr. Maurcen A. Long

Dr. Maurcen Long



Center For Responsive Schools,
 Inc.
 85 Avenue A
 P O Box 718
 Turners Falls, MA 01376
 United States

Invoice

#INV44714

9/9/2021

Bill To

Menands Union Free School District
 19 Wards Lane
 Menands NY 12204
 United States

Ship To

Menands Union Free School District
 19 Wards Lane
 Menands NY 12204
 United States

TOTAL

\$24,540.00

Acct. No.	PO #	Terms	Due Date
3MNDS	131	Due on receipt	9/9/2021

Curriculum Start Date	Curriculum End Date
8/1/2021	6/30/2024

Quantity	Item	Rate	Amount
1	Grade K: Fly Five 3 Year License	\$2,700.00	\$2,700.00
1	Grade 1: Fly Five 3 Year License	\$2,700.00	\$2,700.00
1	Grade 2: Fly Five 3 Year License	\$2,700.00	\$2,700.00
1	Grade 3: Fly Five 3 Year License	\$2,550.00	\$2,550.00
1	Grade 4: Fly Five 3 Year License	\$2,550.00	\$2,550.00
1	Grade 5: Fly Five 3 Year License	\$2,550.00	\$2,550.00
1	Grade 6: Fly Five 3 Year License	\$2,550.00	\$2,550.00
1	Grade 7: Fly Five 3 Year License	\$2,550.00	\$2,550.00
1	Grade 8: Fly Five 3 Year License	\$2,550.00	\$2,550.00
6	Fly Five Year 1 Shipping: K-2	\$90.00	\$540.00
12	Fly Five Year 1 Shipping: 3-8	\$50.00	\$600.00
0	Fly Five Year 2+ Shipping Year 2 & Year 3	\$25.00	\$0.00
48	Grade 5: Student Journal 10540-CUR-CRSE	\$0.00	\$0.00
2	Grade 5: Curriculum 10500-CUR-CRSE	\$0.00	\$0.00
48	Grade 6: Student Journal 10640-CUR-CRSM	\$0.00	\$0.00
2	Grade 6: Curriculum 10600-CUR-CRSM	\$0.00	\$0.00
48	Grade 7: Student Journal 10740-CUR-CRSM	\$0.00	\$0.00
2	Grade 7: Curriculum 10700-CUR-CRSM	\$0.00	\$0.00



Invoice

#INV44714

9/9/2021

Quantity	Item	Rate	Amount
48	Grade 8: Student Journal 10840-CUR-CRSM	\$0.00	\$0.00
2	Grade 8: Curriculum 10800-CUR-CRSM	\$0.00	\$0.00
48	Grade K: Student Journal 10940-CUR-CRSE	\$0.00	\$0.00
2	Grade K: Poster Pack 10950-CUR-CRSE	\$0.00	\$0.00
2	Grade K: Teacher's Lesson Guide 10910-CUR-CRSE	\$0.00	\$0.00
2	Grade K: Scenario Cards 10920-CUR-CRSE	\$0.00	\$0.00
2	Grade K: Mindful Student 10930-CUR-CRSE	\$0.00	\$0.00
2	Fly Five Resource Book Year One 10061-CUR-CRSC	\$0.00	\$0.00
48	Grade 1: Student Journal 10140-CUR-CRSE	\$0.00	\$0.00
2	Grade 1: Poster Pack 10150-CUR-CRSE	\$0.00	\$0.00
2	Grade 1: Teacher's Lesson Guide 10110-CUR-CRSE	\$0.00	\$0.00
2	Grade 1: Scenario Cards 10120-CUR-CRSE	\$0.00	\$0.00
2	Grade 1: Mindful Student 10130-CUR-CRSE	\$0.00	\$0.00
2	Fly Five Resource Book Year One 10061-CUR-CRSC	\$0.00	\$0.00
48	Grade 2: Student Journal 10240-CUR-CRSE	\$0.00	\$0.00
2	Grade 2: Poster Pack 10250-CUR-CRSE	\$0.00	\$0.00
2	Grade 2: Teacher's Lesson Guide 10210-CUR-CRSE	\$0.00	\$0.00
2	Grade 2: Scenario Cards 10220-CUR-CRSE	\$0.00	\$0.00
2	Grade 2: Mindful Student 10230-CUR-CRSE	\$0.00	\$0.00
2	Fly Five Resource Book Year One 10061-CUR-CRSC	\$0.00	\$0.00



INV44714

Invoice

#INV44714

9/9/2021

Quantity	Item	Rate	Amount
48	Grade 3: Student Journal 10340-CUR-CRSE	\$0.00	\$0.00
2	Grade 3: Teacher's Lesson Guide 10310-CUR-CRSE	\$0.00	\$0.00
2	Grade 3: Mindful Student 10330-CUR-CRSE	\$0.00	\$0.00
2	Fly Five Resource Book Year One 10061-CUR-CRSC	\$0.00	\$0.00
48	Grade 4: Student Journal 10440-CUR-CRSE	\$0.00	\$0.00
2	Grade 4: Teacher's Lesson Guide 10410-CUR-CRSE	\$0.00	\$0.00
2	Grade 4: Mindful Student 10430-CUR-CRSE	\$0.00	\$0.00
2	Fly Five Resource Book Year One 10061-CUR-CRSC	\$0.00	\$0.00

Subtotal \$24,540.00

Discount

Tax (0%) \$0.00

Total \$24,540.00

Amount Due **\$24,540.00**

Memo: Fly Five Curriculum: Menands Union Free School District

Note: See Contract for Billing Summary



INV44714

MAIL INVOICES
IN DUPLICATE TO >
THIS ADDRESS

PURCHASE ORDER
MENANDS UNION FREE SCHOOL DISTRICT
WARDS LANE
MENANDS, NY 12204
Business Office: (518) 465-4561
Fax: (518) 465-4572

131
Page 1 of 1

DATE: 9/03/2021
VENDOR #: 1699
REQUISITION #:

ORDER TO:

Center for Responsive Schools
85 Ave A #204 PO Box 718
Turner Falls, MA 01376

SHIP TO:

MENANDS UFSD
19 Wards Lane
Menands, NY 12204

Other: Fly five K-8

IMPORTANT: Material Safety Data Sheets (MSDS) must be provided directly to the Business Office or payment will be denied.

This is a governmental purchase order which may be accepted in lieu of exemption certificate for sales tax purposes. FEDERAL TAX I.D. #14-6001372.

Order Quantity	Item Description	Unit Cost	Discount	Shipping	Extended Cost
1.00	Fly Five License Term K-8 36 Month Term Year 1 K-8	23,400.0000		1,140.00	24,540.00

MENANDS UNION FREE SCHOOL DISTRICT MULTI FUND

26102

ID	Vendor Name	Vendor Address	Date	Check Number
1699	Center for Responsive Schools	85 Ave P.O Box 718 Turner Falls, NY 01376	9/14/2022	26102

Purchase Order Number	Budget Account	Invoice Number	Amount
131	F 2115.400-ESSE-R	#: INV57757 Year 2	\$12,150.00

Check Total : \$12,150.00

INV #: INV57757 (year 2) \$12,150.00

Total: 48,840.00

Budget Code	PO Amount	Budget Code	PO Amount
F2115400ESSER	48,840.00		

APPROVAL BY PURCHASING AGENT
This Purchase Order is not valid unless signed by

Dr. Maureen A. Long

Dr. Maureen Long



**CENTER
FOR RESPONSIVE
SCHOOLS**

Center For Responsive Schools, Inc.
85 Avenue A
P O Box 718
Turners Falls, MA 01376
United States

Invoice

#INV57757

8/4/2022

Bill To

Dr. Maureen Long
Menands Union Free School District
19 Wards Lane
Menands NY 12204
United States

Ship To

Dr. Maureen Long
Menands Union Free School District
19 Wards Lane
Menands NY 12204
United States

TOTAL

\$12,150.00

Acct. No.
3MNDS

PO #
Pending

Terms
Net 30

Due Date
9/3/2022

Curriculum Start Date
8/1/2022

Curriculum End Date
8/1/2023

Quantity	Item	Rate	Amount
0.5	Grade K: Fly Five 3 Year License Year 2	\$2,700.00	\$1,350.00
0.5	Grade 1: Fly Five 3 Year License Year 2	\$2,700.00	\$1,350.00
0.5	Grade 2: Fly Five 3 Year License Year 2	\$2,700.00	\$1,350.00
0.5	Grade 3: Fly Five 3 Year License Year 2	\$2,550.00	\$1,275.00
0.5	Grade 4: Fly Five 3 Year License Year 2	\$2,550.00	\$1,275.00
0.5	Grade 5: Fly Five 3 Year License Year 2	\$2,550.00	\$1,275.00
0.5	Grade 6: Fly Five 3 Year License Year 2	\$2,550.00	\$1,275.00
0.5	Grade 7: Fly Five 3 Year License Year 2	\$2,550.00	\$1,275.00
0.5	Grade 8: Fly Five 3 Year License Year 2	\$2,550.00	\$1,275.00
18	Fly Five Year 2+ Shipping	\$25.00	\$450.00

Subtotal	\$12,150.00
Discount	
Tax Total (%)	\$0.00
Total	\$12,150.00
Amount Due	\$12,150.00

Memo: Fly Five Curriculum Year 2 - Menands Union Free School District
Note: See Contract for Billing Summary



INV57757

Maureen Long