



Anoka-Hennepin Schools  
2727 North Ferry Street  
Anoka, Minnesota 55303  
Phone: 763-506-1306  
Fax: 763-506-1333

**Grade K-5 Elementary English  
Language Arts Contract  
#AHC-**

This Contract is entered into by the Anoka-Hennepin School District, 2727 N Ferry Street, Anoka, Minnesota 55303 and \_\_\_\_\_ a Contract for the Grade K-5 English Language Arts materials adoption.

**CONTRACT TERMS**

**1. DEFINITIONS**

The term "District" refers to Anoka-Hennepin Independent School District. The term "Vendor" refers to \_\_\_\_\_.

**2. CONTRACT PERIOD**

This is a seven-year Contract which will begin upon receipt of Vendor signature in the Contract Acceptance section and run through June 30, 20\_\_.

**3. CONTRACT PRICING**

- a. Contract pricing for the Instructional Materials listed in Section #6 below must remain firm for the full Contract period.
- b. Any price increase beyond the seven-year Contract period will be negotiated between the District and the Vendor, not to exceed 5% per year.
- c. The District will pay no insurance costs and shipping will be free on billable items for the life of the adoption, through June 30, 20\_\_.
- d. If shipping charges are negotiated into the contract, the District reserves the right to select a third party shipper at its own cost. If the District uses a third party shipper there will be no handling fees charged.

**4. CONTRACT REVIEW**

A representative of the Vendor, the English Language Arts Teaching and Learning Specialist, the Director of Curriculum and the Manager of Purchasing will meet annually to review the adoption Contract and staff development issues.

**5. CONTRACT EXTENSION**

The District reserves the right to extend the contract annually for years beyond the original contract period, as stated in Section #2. The contract extension(s) will be at the same terms as conditions as the original contract.  
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## 6. INSTRUCTIONAL MATERIALS

The following materials will be purchased or provided gratis. No additional charges will be paid.

[illegible]

## 7. GRATIS MATERIALS

Gratis materials have been clearly defined in Instructional Materials, Section #6 above. The Vendor will provide additional/replacement teacher resources at no charge, upon request by the District. Gratis materials will remain in the District for the term of the adoption.

## 8. QUANTITIES

The quantities shown in Section #6 are estimates based upon our current enrollment. The District reserves the right to increase or decrease the number of items purchased depending upon fluctuations in enrollment, with the contracted price stated in Section #6.

## 9. DEFECTIVE MATERIALS

The Vendor will collect any books that the District offers as defective binding and send to a dedicated Vendor department for review. Upon review and if determined defective, they will be replaced.

## 10. ELECTRONIC RESOURCES

- a. Digital resources as defined in Instructional Materials, Section #6 above, will be available for staff by July 1, 20 .
- b. Updated versions of digital resources as defined in Instructional Materials, Section #6 above, will be provided at no charge as they become available.
- c. All advances in technology related to \_\_\_\_\_ that occur during the life of the adoption will be communicated to the Manager of Purchasing and the Curriculum Director as they become available. Limited samples of any new technology will be made available for review by the District and the District will be able to purchase at a substantial discount.
- d. Online resources, as defined in Instructional Materials, Section #6 above, will be free for the life of the adoption through June 30, 20 .

## 11. COPYRIGHT PERMISSIONS

- a. Permission is granted for the District to reprint any teacher instructional materials on a limited basis (5 or less) as needed for student use in special situations (i.e., homebound).
- b. The District has the right to post publisher copyrighted materials online, behind password protection, for District student, parent, and staff access.

## 12. NIMAS

Local education agencies are required by federal regulation (34 CFR 300.172) to provide core instructional materials to all students, including students with a print disability, in a timely manner. By agreeing to deliver the materials marked with National Instructional Materials Accessibility Standard ("NIMAS") on this Contract or purchase order, the publisher agrees to prepare and submit, on or before (July 20xx) a NIMAS file set to the National Instructional Materials Accessibility Center (NIMAC) that complies with the terms and procedures set forth by the NIMAC. Should the vendor be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the publisher of its obligation to submit NIMAS file sets of the purchased products to the NIMAC. The files will be used for the production of alternate formats as permitted under the law for students with print disabilities.

## 13. INITIAL STAFF DEVELOPMENT

\_\_\_\_\_ will provide consultant dates and trainings in Years 1-7 as outlined in the chart below. All trainings are based upon Anoka-Hennepin's implementation of \_\_\_\_\_, service through June 30, 20\_\_ for the use of consultants, as agreed to by both parties, on or about as follows:

School Year 1	Topic	Participants	_____Professional Learning Plan	Cost

School Year 2	Topic	Participants	____Professional Learning Plan	Cost
School Year 3-7	Topic	Participants	____Professional Learning Plan	Cost

#### 14. ONGOING STAFF DEVELOPMENT

FOR THE LIFE OF THE ADOPTION: The Vendor will partner with the District to continue discussions regarding professional development needs and program success.

#### 15. PURCHASE ORDERS

- a. The District will email purchase orders for the materials needed to Vendor's Account Executive, \_\_\_\_\_. \_\_\_\_\_ will send the purchase order to a direct contact at the Vendor's customer service department. The Vendor will confirm receipt of the purchase order with the District's Purchasing Department at [PurchaseOrders@ahschools.us](mailto:PurchaseOrders@ahschools.us) within two days of the order being sent by the sales representative.

Email Address for Purchase Orders	
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- b. Upon Vendor Account Executive, \_\_\_\_\_ receipt of the purchase order from the District, all materials will be shipped to arrive at the District Warehouse within 31 calendar days from receipt of the purchase order unless

Vendor notifies the District within five (5) business days of receipt of the purchase order of an alternate delivery date that is mutually agreed upon by both parties. Vendor agrees that liquidated damages may be assessed and recovered by the District in the event of delayed delivery and without the District being required to present any evidence of the amount or character of actual damages sustained by reason thereof. A Liquidated Damages Amount equal to 0.5% (one half percent) of the total dollar amount of the purchase order will be charged for each business day if the shipment is not received within 31 calendar days of receipt of the purchase order by

unless Vendor notifies the District within five (5) business days of receipt of the purchase order of an alternate delivery date that is mutually agreed upon by both parties. Vendor acknowledges that the actual damages likely to result from breach of this section 13b are difficult to estimate on the date of this Contract and would be difficult for District to prove. The parties intend that Vendor's payment of the Liquidated Damages Amount would serve to compensate District for any breach by Vendor of its obligations under this section 13b, and they do not intend for it to serve as punishment for any such breach by Vendor. Further, if materials are not received within 31 days of receipt of the purchase order unless Vendor notifies the District within five (5) business days of receipt of the purchase order of an alternate delivery date that is mutually agreed upon by both parties the Contract may be cancelled.

## **16. SHIPPING/DELIVERY**

- a. Shortages will be reported to a Vendor dedicated customer service representative. Shortages will be shipped within two weeks of the shortage being reported. If this cannot occur, the sales representative will contact the Purchasing Department and state when shortages will arrive.
- b. Any concealed damage found after the initial receiving will be covered by Vendor.
- c. Method of shipping to the District Distribution Center will be on one carrier and the complete order should be shipped together unless otherwise authorized by the District. Shipment should arrive on date agreed upon. Using UPS or Federal Express should be avoided if order(s) entail more than 10 cartons.
- d. The packing list that is delivered with each purchase order will be displayed on the top box of the pallet in a pouch or box marked "packing list enclosed" and must describe in detail what is included on the order. This information will include the purchase order number, ISBN number, item description, quantity being shipped per item, and quantity being backordered per item.
- e. A delivery appointment must be arranged for all deliveries of curriculum materials that entail more than 10 cartons. When calling the District to arrange an appointment the Vendor or transportation company needs to supply the purchase order number and number of cartons to be delivered. The Distribution Center number to call for an appointment is (763) 506-\_\_\_\_\_.
- f. All purchase orders will be palletized. All pallets should be shrink-wrapped. Pallets are not to be double stacked within the trailer.
- g. Only one purchase order per pallet per school. The purchase order number and school name should be written on the pallet for easy identification. If a purchase order entails less than 10 cartons it can be combined with other purchase orders on one pallet. This pallet must be marked "mixed PO's" and have all PO numbers written on the outside of the pallet. The District will include these instructions on purchase order.
- h. Bill of lading accompanying shipment needs to specify shipper load and count, number of pallets, carton count, the District's purchase order number and that all pallets are to remain shrink-wrapped DO NOT BREAK WRAP. If shipment will entail two trucks, due to its size, each truck will have a separate bill of lading.
- i. Boxes that have mixed titles in them will be marked "mixed titles enclosed". Only one box per title should be mixed. Curriculum must be delivered in case quantities. Only one box should be mixed with multiple titles. Content label should reflect multiple titles.

## **17. INVOICES AND PAYMENTS**

The District will pay undisputed invoices within 35 days from date of receipt. "Date of Receipt" means the completed delivery of the goods or services, or the satisfactory installation, assembly, or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425).

- a. The purchase order number must appear on all invoices and a separate invoice must be issued for each purchase order. Absence of a purchase order number or an incorrect purchase order number on an invoice may delay payment.
- b. All correspondence, including invoices and credit memos should be mailed to the Anoka-Hennepin School District,

Attn: Purchasing/Accounts Payable Department, 2727 North Ferry Street, Anoka, Minnesota, 55303.

- c. If credits are to be issued, the District will hold the invoice until the credit is received.
- d. The District will pay invoices using a District procurement card (P-Card) with no processing fees being assessed.
- e. Vendor Contact Information for Payments

Name	
Email	
Phone number	
Street Address/PO Box	
City/State/Zip Code	

## 18. LAW

This Contract will be governed by and construed pursuant to the laws of the state of Minnesota without giving effect to its choice of law provisions. All legal action related to this Contract or disputes between the parties, will be instituted only in a federal or state court situated in the County of Anoka in the State of Minnesota, U.S.A., and Vendor will submit to personal jurisdiction of these courts in any such legal action.

## 19. WAIVER

No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof.

## 20. ENTIRE CONTRACT

This Contract constitutes and expresses the entire Contract and understanding between the Parties and it shall not be modified, or amended except by a written instrument signed by both parties.

## 21. TITLE AND NON-INFRINGEMENT

- a. Title: Vendor warrants it is the owner of the products. Vendor warrants it has the right to perform all its obligations and to grant all the rights contained in this Contract.
- b. Non-Infringement: Vendor warrants the Products are free of all liens, claims, encumbrances, and other restrictions and do not violate any rights of any non-contracting party, including any patent, copyright, trade secret, trademark, mask work, or other proprietary rights.
- c. No Claims: Vendor warrants there are no actual or threatened claims pending that could have an effect on Vendor's ability to perform its obligations under this Contract or on District's enjoyment of the rights granted under this Contract.
- d. Vendor's Indemnification of District: Without limitation of any other provision of this Contract, Vendor will indemnify, defend, and hold harmless District and its employees, attorneys, agents, successors, and assigns from any and all loss, cost, damage, or expense including reasonable attorneys' fees and costs of lawsuit, arising from any claim, action, government procedure, or suit directly arising out of (i) Vendor's performance or non-performance under the terms of this Contract; or (ii) Vendor's unauthorized use of trademarks, trade names, services marks, slogans, or copyrights; provided that (i) such action, claim, or suit is promptly turned over to Vendor or its counsel for defense (with District's reasonable cooperation); (ii) such claim, action, or suit does not result directly from District's negligence or willful misconduct or breach of any provision of this Contract; and (iii) arising from or relating to a material breach by Vendor of its confidentiality and warranty obligations under this Contract.

## 22. DATA PRIVACY

Vendor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees

or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Vendor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Vendor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

## 23. RETURN OF DATA

Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Vendor shall return all documents, data and other information provided by the District to Vendor, or Vendor's employees or agents in connection with this Contract. Additionally, Vendor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Vendor's possession or control, and provide District with proof of such destruction.

## 24. NOTICES

Except as otherwise specifically provided in this Contract, any notice to a party required or permitted hereunder shall be sufficiently given only when provided in writing, and either personally delivered or sent via mail to the party's address indicated below or to such other address as either party may from time to time designate in writing to the other.

Attention: \_\_\_\_\_

(Title)

(Address)

### Anoka-Hennepin School District

Attention: \_\_\_\_\_

Director of Elementary Curriculum, Instruction & Assessment  
2727 North Ferry Street  
Anoka, Minnesota 55303

[With two copies to the same address, but one directed to  
"Attention: Purchasing/ \_\_\_\_\_" and the other to "Attention: Legal Counsel."]

## 25. VENDOR SUPPORT STAFF

	Name	Email	Phone
Sales Representative			
Customer Service			
Accounts Receivable			

## 26. DISTRICT CONTACTS

	Name	Email	Phone
Curriculum			
Purchasing			
Accounts Payable			

**ACCEPTANCE**

The undersigned hereby acknowledges that they have read and understand the Contract documents and hereby agrees to furnish the specified goods and services. The Vendor further acknowledges that these documents constitute a Contract between the undersigned and Anoka-Hennepin School District.

**VENDOR NAME**

**Anoka-Hennepin School District**

\_\_\_\_\_  
(Insert name)  
(Insert title)

\_\_\_\_\_  
(Insert name)  
Director of [Elementary/Secondary] Curriculum & Instruction

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
(Insert name)  
Manager of Purchasing

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date



APPENDIX A

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