



FAUQUIER COUNTY SCHOOL BOARD

Contract # 03-12smc

The American Journey: Modern Times, 2012 Virginia Edition - 6th Grade
World Geography and Cultures, 2012 Virginia Edition, 8th Grade

*Glencoe, a division of McGraw-Hill

*School Education Group, a division of The McGraw-Hill Companies, Inc.

This contract is entered into this 27th day of May, 2011, by *Glencoe, a division of Glencoe, a division of McGraw-Hill, hereinafter called the "Contractor" and the Fauquier County School Board hereinafter called "FCSB".

*School Education Group, a division of The McGraw-Hill Companies, Inc.

WITNESSETH that the Contractor and FCSB, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: This contract is established in accordance with the requirements as set forth in the Code of Virginia, §§ 22.1-238 and 22.1-241-243. The Contractor shall provide the attached list of approved textbooks ordered by FCSB for a period of seven (7) years at the unit price(s) noted on the list, which will be fixed for the entire term of the agreement (in addition, see A 1, Attachment A). Prices quoted are *either FOB Destination or FOB Shipping Point, **based on dollar level of order and as noted in Attachment B. The initial order shall be FOB Destination, and 6% of total order as shipping charge. **The applicable percentage as noted on Attachment B. Delivery: The Contractor shall make deliveries within forty-five (45) days of receipt of an order, or sooner. Payment terms: Payment will be made within ***forty-five (45) days of receipt of a correct, accurate invoice. Ancillary Materials: The Contractor shall provide ancillary materials during the term of this contract as outlined in Attachment B. Additional requirements are set forth as Attachments to the contract document as noted herein.

*FOB Shipping Point, **Not to exceed 6%, ***Payment terms are Net thirty (30)

CONTRACT TERM: The term of this contract shall be from 08/10/2011 through 06/01/2018.

The contract documents shall consist of:

- (1) This signed form;
(2) The attachments, which consist of:
(a) Attachment A: Additional Requirements
(b) Attachment B: List of Textbooks and Ancillary Materials, ISBN and Unit Price;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
By: [Signature]
Printed Name: SPENCER ENGBER
Date: 6/9/11

FAUQUIER COUNTY SCHOOL BOARD:
By: Susan R. Monaco
Printed Name: Susan R. Monaco
Date: 6/9/11

**FAUQUIER COUNTY SCHOOL BOARD
STANDARD TEXTBOOK CONTRACT
ATTACHMENT A. Additional Requirements**

- A1. The Contractor certifies that the textbook unit price appearing in the contract is the lowest wholesale price at which the book or books are currently bid under contract anywhere in the United States or that the price to be charged has been reduced and is the same price as sold anywhere outside of Virginia. In the event the reduced price is permanent the Contractor further agrees to notify the Virginia Department of Education to update its website with the new unit price. The publisher shall, when applicable, offer FCSB the option of using any special or other edition of a textbook named in the contract and adapted for use in Virginia at a lower price as sold elsewhere in the United States.
- A2. The Contractor shall furnish sample copies of all books listed herein to FCSB and all textbooks furnished by the Contractor shall in all respects as to texts, paper, binding, printing, illustrations, copyright date, and in all other particulars be equal to the same copy purchased by FCSB. Changes may be made in the textbook(s) if mutually agreed to by the FCSB and Contractor.
- A3. Contractor shall provide hands-on training on FCSB premises, initially for all staff and in subsequent years for new staff, as outlined in attachment B.
- A4. The Contractor shall replace any textbooks adopted for use and received from the Contractor, proven to have weak or defective bindings within the adoption period for which they were purchased.
- A5. The Contractor shall, for each textbook ordered, furnish an electronic file in the National Instructional Materials Accessibility Standards (NIMAS) format that will be deposited in the National Instructional Materials Access Center (NIMAC) from which accessible versions of the particular textbook may be produced for students with print disabilities. The Contractor shall deliver the NIMAS file of the textbook on or before the date of delivery of the regular text version.
- A6. SHIPPING INSTRUCTIONS: FCSB does not have central warehousing with loading docks and unloading equipment; only one or two select schools have loading docks. Therefore, Contractors shall instruct their freight carrier to provide shipments to FCSB locations with vehicles having lift gates and pallet jacks, for unloading of shipments at each location. All deliveries must be inside deliveries; no shipment will be accepted if it's left out on a school sidewalk
- A7. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the FCSB. In the event of Contractor change in ownership, the Contractor shall notify FCSB in writing at least thirty days in advance of such change and indicating if the new owner will assume ownership and full compliance with the contract, at which time FCSB will modify the contract to reflect the change in ownership.
- A8. FCSB reserves the right to test other textbooks in designated schoolrooms for experimental study during the term of this contract.
- A9. With the approval of FCSB and the Contractor, any private school within Fauquier County that so requests may purchase from the FCSB contract with the Contractor. Such private school shall be fully responsible for ordering, purchasing, and receiving shipments of books to be provided from the Contractor pursuant to this section. FCSB shall be immune from any civil liability as a result of a private school purchasing from the FCSB contract.
- A10. TAX EXEMPTION: FCSB is exempt from the payment of any federal excise or any Virginia sales tax. All invoices must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Contractor.
- A11. APPLICABLE LAW AND COURTS: This contract shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

- A12. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- A13. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to FCSB all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by FCSB under said contract.
- A14. **ANTI-DISCRIMINATION:** By signing this contract, the Contractor certifies to FCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the contract is with a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis or race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)). In every contract over \$10,000 the provisions in A and B below apply:
- A. During the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- A15. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- A16. **CONTENT VAILIDITY:** By signing this contract, Contractor hereby verifies that all materials provided have been thoroughly examined and reviewed by content experts, whose credentials were verified prior to contract signature, for factual and content accuracy, typographical, grammatical, spelling, formatting and written expression errors, and that all such errors have been corrected prior to publication.

Attachment B

Glencoe: The American Journey: Modern Times 2012 -- 6th Grade

ISBN	ITEM DESCRIPTION	Qty.	Price	Total
978-0-07-895363-7	THE AMERICAN JOURNEY: MODERN TIMES 2012	900	\$79.84	\$71,856.00
Subtotal:				\$71,856.00

1 Ancillary Set Per 65 Student Editions Purchased

978-0-07-895368-2	TEACHER WRAPAROUND EDITION			
978-0-07-892056-1	VA TEACHERWORKS+DVD - (Teacher Edition and all print materials on lesson planning DVD)			
978-0-07-880653-7	VA EXAMVIEW ASSESSMENT SUITE DVD			
978-0-07-895385-9	TCR - TEACHER CLASSROOM RESOURCE BOX			
978007872835-8	Building Academic Vocabulary			
978007872836-5	English Learners Handbook			
978007880600-1	Civil War and Reconstruction Resource Book			
978007880601-8	Reshaping the Nation Resource Book			
978007895375-0	Reform and Empire Resource Book			
978007880603-2	Change and Conflict Resource Book			
978007880604-9	Challenges at Home and Abroad Resource Book			
978007895373-6	America in a Modern Era Resource Book			
978007895763-5	Reading Essentials and Note-Taking Guide Answer Key			
978007870323-2	Reading Strategies for the Social Studies Classrooms			
978007874949-0	American Biographies			
978007877708-0	Outline Map Resource Book			
978007880643-8	Standardized Test Practice Teacher Edition			
978007895886-1	Quizzes and Tests			
978007880645-2	Authentic Assessment with Rubrics			
978007828064-1	The Living Constitution, Teacher Edition			

978-0-07-660316-9	CONNECTED ONLINE TEACHER EDITION WITH RESOURCES, 6 YR SUBSCRIPTION
978-0-07-895389-7	PRESENTATION PLUS with MINDJOGGER CHECKPOINT DVD (PowerPoint)
978-0-07-894035-4	CONNECTED STUDENTWORKS PLUS ONLINE 6 YR SUBSCRIPTION
978-0-07-892057-8	VA STUDENTWORKS+DVD (Student Edition)

Workbooks – Per Student Edition Purchased

978-0-07-895762-8	READING ESSENTIALS NOTETAKING GUIDE STUDENT EDITION
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One Per School

978-0-07-826416-0	AMERICAN MUSIC: HITS THROUGH HISTORY CD
978-0-07-880464-9	SECTION SPOTLIGHT VIDEOS
978-0-07-874839-4	SOCIAL STUDIES PROFESSIONAL DEVELOPMENT SERIES DVD

Attachment B

Glencoe: World Geography and Cultures 2012 - 8th Grade

ISBN	ITEM DESCRIPTION	Qty	Price	Total
978-0-07-879995-2	GLENCOE WORLD GEOGRAPHY AND CULTURES STUDENT EDITION	940	\$84.24	79,185.60

1 Ancillary Set Per 65 student Editions Purchased

978-0-07-895263-0	TEACHER WRAPAROUND EDITION, 2012			
978-0-07-893870-2	VA TEACHERWORKS+DVD - Teacher Edition and all print materials on lesson planning DVD)			
978-0-07-893871-9	VA EXAMVIEW ASSESSMENT SUITE DVD			
978-0-07-895494-8	TCR - TEACHER CLASSROOM RESOURCE BOX			
9780078785665	Differentiated Instruction for the Geography Classroom			
9780078728365	English Learners Handbook			
9780078954870	Unit 1 Resources			
9780078954887	Unit 2 Resources			
9780078954894	Unit 3 Resources			
9780078954900	Unit 4 Resources			
9780078954917	Unit 5 Resources			
9780078954924	Unit 6 Resources			
9780078954931	Unit 7 Resources			
9780078954955	Unit 8 Resources			
9780078954962	Unit 9 Resources			

9780078954962	Unit 9 Resources
9780078954979	Unit 10 Resources
9780078954986	Unit 11 Resources
780078783906	Reading Essentials and Note-Taking Guide Answer Key
9780078783876	High School World Geography Read & Study Skills Foldables
9780078703232	Reading Strategies for the Social Studies Classrooms
9780078785634	GIS Simulations, Strategies and Activities
9780078249822	Foods Around the World
9780078777080	Outline Map Resource Book
9780078785658	Standardized Test Practice Teacher Edition
9780078955013	Quizzes and Tests
9780078785627	Authentic Assessment with Rubrics
9780078728358	Building Academic Vocabulary
978-0-07-660321-3	CONNECTED ONLINE TEACHER EDITION WITH RESOURCES, 6 YR SUBSCRIPTION
978-0-07-8954849	PRESENTATION PLUS with MINDJOGGER CHECKPOINT DVD (PowerPoint)
978-0-07-878570-2	CONNECTED STUDENTWORKS PLUS ONLINE 6 YR SUBSCRIPTION
978-0-07-8955099	STUDENTWORKS+DVD (Student Edition on DVD with Audio)

Workbook Below – One Per Student Edition Purchased

978-0-07-895499-3 READING ESSENTIALS NOTEKING GUIDE STUDENT EDITION

ONE PER SCHOOL

978-0-07-879781-1	SECTION SPOTLIGHT VIDEOS
978-0-07-874839-4	SOCIAL STUDIES PROFESSIONAL DEVELOPMENT SERIES DVD
978-0-07-823969-4	World Music CD