



FLY FiVE™

The Social and Emotional Learning Curriculum

Phone: (413) 863-8288



Mattapoisett

Date: 6/30/23

SALESPERSON	EMAIL	License Year Type
Candace Beamon	candace.beamon@crslearn.org	5

Subscriptions			
Qty	Description	Unit Price	Extended Price
3	Kindergarten Fly Five Curriculum	\$4,436.00	\$13,308.00
3	First Grade Fly Five Curriculum	\$4,436.00	\$13,308.00
3	Second Grade Fly Five Curriculum	\$4,436.00	\$13,308.00
3	Third Grade Fly Five Curriculum	\$3,671.00	\$11,013.00
3	Fourth Grade Fly Five Curriculum	\$3,671.00	\$11,013.00
3	Fifth Grade Fly Five Curriculum	\$3,671.00	\$11,013.00
4	Sixth Grade Fly Five Curriculum	\$3,671.00	\$14,684.00

PO 2330460

Order Subtotal	\$87,647.00
Shipping	\$2,272.25
Total	\$89,919.25

Learning Management System (LMS)

Start Date 6/30/23 End Date 6/30/2028

Primary Contact

First and Last Name: Howie Barber
 Email Address: howiebarber@oldrochester.org Phone: (508) 758-2772

Billing Contact

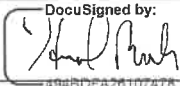
First and Last Name: Howie Barber
 Email Address: howiebarber@oldrochester.org
 Mailing Address: 135 Marion Road
 City, State, Zip: Mattapoisett, MA 02739 Phone: (508) 758-2772

Shipping Contact

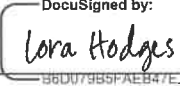
School/District Name: Old Rochester Regional & MA Sup. Union #55
Attention: Michelle Charette
Street Address: 135 Marion Road
City, State, Zip Mattapoisett, MA 02739 Phone: (508) 758-2772

By signing below, you agree to be bound by this Order and the License Agreement

Licensee

DocuSigned by:

Signature _____ Title Assistant Superintende
Name Howie Barber Date 6/30/23

Center for Responsive Schools, Inc.

DocuSigned by:

Signature _____ Title CEO
Name Lora Hodges Date 6/30/23

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1. Payment by Check or Credit Card
2. School/District purchase order. The order will then be invoiced and is due with net 30 terms.

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Fly Five License Agreement

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The Fly Five Curriculum consists of the following:

- The Fly Five Curriculum for Grades K-2 consists of: (a) Teacher Guide (“Teacher Guide”), (b) Student Journals (“Student Journals”), (c) Scenario Cards (“Scenario Cards”), (d) Mindfulness Lessons (“The Mindful Student[®]”), (e) Posters (“Posters”), (f) School-to-Home Connection—an online resource for parents and guardians (“School-to-Home Connection”), (g) access to online media that provides additional information related to the visuals and student journal pages (“Online Materials”), and (h) access to professional development to support lesson implementation (“Professional Development”).
- The Fly Five Curriculum for Grades 3-5 consists of: (a) Teacher Guide (“Teacher Guide”), (b) Student Journals (“Student Journals”), (c) PowerPoints—a digital resource to provide students with visuals to support their exploration of the lesson objective (“PowerPoints”), (d) Mindfulness Lessons (“The Mindful Student[®]”), (e) School-to-Home Connection—an online resource for parents and guardians (“School-to-Home Connection”), (f) access to online media that provides additional information related to the visuals and student journal pages (“Online Materials”), and (g) access to professional development to support lesson implementation (“Professional Development”).
- The Fly Five Curriculum for Grades 6-8 consists of: (a) Teacher Guide (“Teacher Guide”), (b) Student Journals (“Student Journals”), (c) PowerPoints—a digital resource to provide students with visuals to support their exploration of the lesson objective (“PowerPoints”), (d) Mindfulness Lessons (“The Mindful Student[®]”), (e) School-to-Home Connection—an online resource for parents and guardians (“School-to-Home Connection”), (f) access to online media that provides additional information related to the visuals and student journal pages (“Online Materials”), and (g) access to professional development to support lesson implementation (“Professional Development”).

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(b) **Fee Schedule.** Billing will be based on the subscription term and billing summary included in the Licensee's order. Multi-year subscriptions will be billed 30 days prior to the anniversary of the **Date** of the **Signed Contract**.

(c) **Payment Terms.** The first invoice is due on receipt. All subsequent invoices are due net 30 days based on the invoice date. CRS reserves the right to immediately end all services if Licensee's account exceeds 30 days past due status.

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5. Miscellaneous

This agreement will be interpreted, construed, and enforced in accordance with the laws of the State of Massachusetts, without references to its choice of law rules. Licensee hereby irrevocably consents to the jurisdiction of the courts of the State of Massachusetts with venue in Franklin County and of the United States District Court for Licensee's County and State. This agreement constitutes the entire agreement, and supersedes any and all prior agreements of CRS and Licensee relating to the subject matter hereof. The failure of CRS to insist upon or enforce strict performance of any other provisions of this Agreement or to exercise any of its right or remedies under this Agreement will not be construed as a waiver or a relinquishment to any extent of CRS's rights to assert or rely on any such provision, right, or remedy in that or any instance. If for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

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Except for Licensee's obligation to make any payments to CRS, the parties shall not be responsible for any failure to perform due to the occurrence of any events beyond their reasonable control that render their performance impossible or onerous, including, but not limited to: accidents; acts of God; biological or nuclear incidents; casualties; earthquakes; fires; floods; governmental acts; orders or restrictions; inability to obtain suitable and sufficient labor, transportation, fuel and materials; local, national or state emergency; power failure and power outages; acts of terror; strike; and war.



Center for Responsive Schools, Inc.
 85 Avenue A, PO Box 718
 Turners Falls, MA 01376
 Phone: (413) 863-8288



Date: 6/30/23

Mattapoisett

SALESPERSON	EMAIL	Contract Type
Candace Beamon	candace.beamon@crslearn.org	Student Journals

Subscriptions			
Qty	Description	Unit Price	Extended Price
15	Kindergarten Student Journals	\$30.00	\$450.00
14	First Grade Student Journals	\$30.00	\$420.00
14	Second Grade Student Journals	\$30.00	\$420.00
15	Third Grade Student Journals	\$24.00	\$360.00
14	Fourth Grade Student Journals	\$24.00	\$336.00
14	Fifth Grade Student Journals	\$24.00	\$336.00
14	Sixth Grade Student Journals	\$24.00	\$336.00

PO 2330460

Total	\$2,658.00
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Primary Contact

First and Last Name: Howie Barber
 Email Address: howiebarber@oldrochester.org Phone: (508) 758-2772

Billing Contact

First and Last Name: Howie Barber
 Email Address: howiebarber@oldrochester.org
 Mailing Address: 135 Marion Road
 City, State, Zip: Mattapoisett, MA 02739 Phone: (508) 758-2772

Shipping Contact

School/District Name: Old Rochester Regional & MA Sup. Union #55
 Attention: Michelle Charette
 Street Address: 135 Marion Road
 City, State, Zip: Mattapoisett, MA 02739 Country: USA

By signing below, you agree to be bound by this Order and the License Agreement

Licensee

Signature

DocuSigned by:

 4948DFA28107478...

Title Assistant Superintende

Name Howie Barber Date 6/30/23

Center for Responsive Schools, Inc. DocuSigned by:

Signature *Lora Hodges* Title CEO
B6D07985FAEB47E...

Name Lora Hodges Date 6/30/23

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