

**PROVIDER AGREEMENT
COURSE AND VIRTUAL INSTRUCTION**

This Agreement for services ("Agreement") made and entered into by and between Edgenuity Inc. (hereafter "**PROVIDER**," or "**Edgenuity**") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and **Suwannee County Schools** (hereinafter "**CLIENT**"), having principal offices at 1729 Walker Avenue, SW, Suite 200, Live Oak, FL 32064.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the 27 day of August, 2019 (the "**Effective Date**").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); Attachment D (The Standard Terms and Conditions), all incorporated herein as part of the Agreement, as true and accurate.

This contract shall be "**Effective**" upon the date upon which it is signed by both the CLIENT and the PROVIDER, whichever is later.

TERM

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one (1) year renewal after written acceptance and approval from both parties.

EDGENUITY INC.

By: 

Name: Sari G. Fack

Title: CEO

Date: 9/4/2019

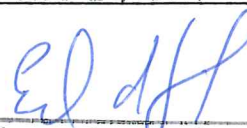
CLIENT: Suwannee County School Board

By: 

Name: Ted L. Roush

Title: Superintendent of Schools

Date: AUG 27 2019


Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY 

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ATTACHMENT A
Description of Work

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K – 12 virtual school that provides a free-to-students, a full-time and/or part time instructional program to eligible students during the 2019/20 school year. CLIENT will be provided online courses to be used with their own teachers. PROVIDER will supply all necessary online courseware as set forth in Attachment B, and as further defined by the PROVIDER's Standard Terms and Conditions, and through any subsequent changes established by joint written agreement between CLIENT and PROVIDER. Any instructional staff provided by the PROVIDER shall be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by s. 1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison as described below in #9 in regards to monitoring. All curriculum and course content used by Edgenuity teachers will align to the Florida Standards. The PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the PROVIDER's Standard Terms and Conditions incorporated herein and available at: <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>. As required in s. 1002.45, a detailed curriculum plan is provided in **Attachment C** that illustrates how students will be provided services and be measured for attainment of proficiency in the Florida Standards for each grade level and subject. For districts who select the provision of a full-time virtual instruction program to students in grade 9-12, the PROVIDER will report the successful completion of courses to the CLIENT and it is the CLIENT's responsibility to notify and test students on any required state testing, and when appropriate, to confirm that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA.

ROLE OF THE CLIENT

1. Assign virtual school students appropriate school numbers. When using PROVIDER'S teachers, the school number 7001 will be used under the appropriate provider by code and other actions required by the Florida Department of Education.
2. Verify the enrolled students are eligible to participate in the virtual school.
3. Provide and communicate testing locations to parents/guardians and students for all Full-Time students using Edgenuity as both the school of enrollment and school of instruction, for any required testing and to administer any required testing; to provide readiness screening for students entering grade K.
4. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
5. Provide an English Language Learner ("ELL") certified teacher for students requiring ELL education that will meet all ELL eligibility requirements, unless otherwise agreed by both parties in writing. PROVIDER may make recommendations for ELL accommodations within the PROVIDER courses or offer other services and elective courses to meet this need.
6. Manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
7. Create and manage all marketing and promotional materials, collateral, advertisements or solicitations associated with recruiting, registering, and orienting students to the Virtual School. Upon request the PROVIDER may provide assistance with these efforts.
8. Provide staff, as deemed appropriate, to provide student support as needed that may include counseling and/or administrative support.
9. Designate to the PROVIDER, a CLIENT Liaison to act for the CLIENT in all matters pertaining to this contract, including but not limited to monitoring compliance pursuant to State and Client policy, and to accept and approve all deliverables, completions and invoices. This may be the virtual school director, principal, or another designated staff member.
10. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized third parties with this Agreement.
11. Accept standard publications of the PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).
12. Accurately code all required data for virtual students to the Florida Department of Education.
13. Provide any required student data to the PROVIDER so the PROVIDER can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA, ELA and math assessment results, EOC data, and graduation data or other data as requested.
14. For payment, report to the state all students served under this Agreement as reported to the

CLIENT by the PROVIDER.

16. Pay the PROVIDER in accordance with Attachment B.
17. Provide any required information to parents and students about their right to participate in CLIENT's virtual school.
18. Provide appropriate documentation for graduating seniors.
19. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the PROVIDER under the terms of this Agreement.

ATTACHMENT B
Payment Terms and Conditions

Edgenuity Curriculum and Instructional Services FLORIDA PROVIDER Pricing	
Edgenuity Instructional Services is an approved Florida PROVIDER and offers schools and districts the flexibility to partner with Edgenuity to provide instructional teaching services and online courses to support their virtual school needs.	
Agreement Options	
PROVIDER Services	Pricing
Teaching Services – part-time, supplemental (per semester)	\$225
Teaching Services - full-time student, full-time enrollment (per semester)	\$1750
Partner Teacher Course Provider	Pricing
(6-12) Courses	See Attachment C
(K-5) Courses – per course, year long, includes associated workbooks	\$250
Other Fees	Pricing
Course Only Fee - Part Time (cost of course)	See Attachment C
Course Only Fee - Full Time	\$450
Print Materials – For Elementary Core and AP (Advanced Placement) Courses	See Attachment C
PROVIDER Services Include	
<p>PART TIME - This service provides students with an Edgenuity semester course (20 week enrollment period) and an academic support team comprised of highly qualified and state certified instructors and on demand concept coaches for core subject area secondary courses.</p> <p>FULL TIME – This service provides the full-time student with up to six (6) semester courses (20 week enrollment period) and an academic support team comprised of highly qualified and certified instructors, on demand concept coaches for core subject area secondary courses, and success coaches. All Full Time students should be coded with the district's student information system as 7001 for both the school of enrollment and school of instruction.</p>	
Partner Teacher Course Provider Services Include	
Access to all available online courses Associated books, workbooks and other print materials if needed or desired, for elementary courses and Advanced Placement (AP) courses may require additional fees incurred.	

ATTACHMENT B - Continued

Payment Terms and Conditions**PROVIDER Services**

- **Successful Completion** – student must earn a minimum grade of 60 % while also reaching a mutually agreed upon course progress threshold, or an overall weighted plan for full time elementary students.
- **Full Time Student** – a full-time student is not defined by the number of courses they are enrolled in. A student is deemed a “full-time” time student when their school of record and their school of instruction are both identified by 7001 along with the Edgenuity provider code.

Virtual Instruction and District Partner Course Provider Services

- **Course-Only Fee** – amount charged for student’s use of curriculum and/or services. This amount is charged, regardless of who is teaching the course, when the student is no longer eligible for Drop/Grace.
- **Drop/Grace** – period of time in which a student may be withdrawn from courses without incurring any fees. The Drop/Grace period is defined as: period prior to when a student reaches either 20% progress in the course, or reaches twenty-eight (28) days enrolled in the course, whichever comes first.
- **Billing Roster** – the billing roster will be sent twice per year, once in December, and again in June. Billing rosters will reflect charges for both successful completions and any course-only fees. The December billing roster will typically cover usage for the first semester, and the June billing roster will typically cover usage for the 2nd semester. Any summer school usage will be handled by an additional billing roster, or by a mutually agreed upon billing arrangement. The district administration has 7 days after receiving the billing roster to identify any errors, and suggest needed corrections. Once either the seven (7) day review period of the billing roster has ended, or upon agreement has been reached of the billing roster, the invoice will be created and sent for payment.

**Drop/Grace Note – data suggests that when a student does not reach 20% course progress within the first 28 days of enrollment, that the chance of successful completion diminishes greatly. It is at the discretion of the district, and is the responsibility of the district, to use the Drop/Grace option, to withdraw a student from their course enrollment(s), prior to them reaching 28 days enrolled, to avoid the course-only fee. This is regardless of whether the district is using Edgenuity’s teachers or the district is providing their own teachers.*

Attachment B – Continued

- I. VIRTUAL INSTRUCTION and PARTNER TEACHER COURSE PROVIDER shall provide the Curriculum and Instructional Services identified in the **“Payment Terms and Conditions”** pricing table (the “Deliverables”).
- II. PROVIDER will commit to a student-teacher ratio consistent with the Florida Virtual School program, which is one teacher per 30 students for grades K-5, one teacher per 65 students for grades 6 – 8 and one teacher per 200 students for grades 9 – 12.
- III. To the best of the PROVIDER’s knowledge, the PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, PROVIDER’s production of the Deliverable and the CLIENT’s use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. To the best of the PROVIDER’s knowledge, in furtherance of this provision, the PROVIDER warrants that:
 - a. As to each work of software or other “information technology” as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the PROVIDER has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverables.
 - b. As to each image and sound recording incorporated into a Deliverable, the PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.
- IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- V. PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.
- VI. PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but use of such trademark and logos shall be used only in connection with those services provided under this contract.
- VII. PROVIDER will maintain and keep in force Worker’s Compensation, Liability and Property Damage Insurance to protect it from claims under worker’s compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.

- VIII. In no event will the CLIENT, CLIENT members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- IX. **METHOD FOR CONFLICT RESOLUTION** – Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manager, who shall reduce the decision to writing and serve a copy to the PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the PROVIDER's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- X. After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Suwannee County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- XI. **TERMINATION** – This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- XII. **DEBT RESPONSIBILITY** – As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- XIII. PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the Florida Board of Education.
- XIV. **PUBLIC RECORD** – CLIENT agrees that all of Edgenuity's Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially-reasonable steps necessary to prevent unauthorized disclosure of Edgenuity's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT'S agreement to promptly notify Edgenuity of any public records request that, if fulfilled, would result in disclosure of any of Edgenuity's Confidential Information. CLIENT'S notification will occur before releasing such Confidential Information and in sufficient time to allow forum, or tribunal. Edgenuity will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. CLIENT agrees that Edgenuity has taken all necessary measures to prevent disclosure to unauthorized persons of Edgenuity's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

“Confidential Information” means any information relative to Edgenuity, its business, or its operations, that is clearly marked “confidential” or “proprietary”, or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party’s breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Edgenuity’s Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Edgenuity or any other party; or (v) is public record pursuant to applicable state law. “Confidential Materials” means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Edgenuity’s Confidential Information includes the contents of any Edgenuity Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

- XV. **JESSICA LUNSFORD ACT** – Edgenuity and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Edgenuity and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVII.M. of the Standard Terms.
- XVI. **SOVEREIGN IMMUNITY** – The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.
- XVII. **EQUAL OPPORTUNITY** – Edgenuity shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Edgenuity decide which students are allowed use of Edgenuity’s Licensed Content.
- XVIII. **FLORIDA ETHICS LAWS** – Edgenuity will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT’S employees or board members has a material interest (as defined in Section 112.312(15), Fla. Stat.) in Edgenuity.
- XIX. **SALES TAX EXEMPTION** – Except to the extent CLIENT provides Edgenuity with a valid Form DR-14, Consumer’s Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.
- XX. **FIREARMS** – Edgenuity’s employees will not bring a firearm or prohibited weapon onto CLIENT’S property.
- XXI. **AUDIT** – Client may audit Edgenuity under this agreement for compliance matters upon reasonable written notice to Edgenuity. Any such audit will be conducted under normal business hours and days of operation.

Attachment C
Secondary Courses (6-12)

ENGLISH/LANGUAGE ARTS

Florida Course Code	Course Title	Price
1000010	M/J Intensive Reading	45
1001010	M/J Language Arts 1	45
1001020	Advanced M/J Language Arts 1	45
1001040	M/J Language Arts 2	45
1001050	Advanced M/J Language Arts 2	45
1001070	M/J Language Arts 3	45
1001080	Advanced M/J Language Arts 3	45
1008010	M/J Reading 1	45
1006000	M/J Journalism	85
1001310	English 1	45
1001315	English 1 for Credit Recovery	45
1001320	English I Honors	45
1001340	English 2	45
1001345	English 2 for Credit Recovery	45
1001350	English 2 Honors	45
1001370	English 3	45
1001375	English 3 for Credit Recovery	45
1001380	English 3 Honors	45
1001400	English 4	45
1001402	English 4 for Credit Recovery	45
1001405	English 4: Florida College Prep	45
1001410	English 4 Honors	45
1000410	Intensive Reading	45
1006300	Journalism 1	85
1007300	Speech 1	85
1008350	Reading for College Success*	45
1009320	Creative Writing 1*	45
1009300	Writing 1*	45
1009370	Writing for College Success*	45
1001420	AP English Language & Composition	45
1001430	AP English Literature & Composition	45

Attachment C
Secondary Courses (6-12)

MATH

Florida Course Code	Course Title	Price
1205010	M/J Grade 6 Mathematics	45
1205020	M/J Grade 6 Mathematics Advanced	45
1205040	M/J Grade 7 Mathematics	45
1205050	M/J Grade 7 Mathematics Advanced	45
1205070	M/J Grade 8 Pre-Algebra	45
1204000	M/J Intensive Math	45
1200310	Algebra 1	45
1200315	Algebra 1 for Credit Recovery	45
1200320	Algebra I Honors	45
1200330	Algebra 2	45
1200335	Algebra 2 for Credit Recovery	45
1200340	Algebra 2 Honors	45
1200370	Algebra 1-A	45
1200375	Algebra 1-A for Credit Recovery	45
1200380	Algebra 1-B	45
1200385	Algebra 1-B for Credit Recovery	45
1206300	Informal Geometry	45
1206305	Informal Geometry for Credit Recovery	45
1206310	Geometry	45
1206315	Geometry for Credit Recovery	45
1206320	Geometry Honors	45
1207300	Liberal Arts Math 1	45
1207305	Liberal Arts Mathematics 1 for Credit Recovery	45
1207310	Liberal Arts Math 2	45
1207315	Liberal Arts Mathematics 2 for Credit Recovery	45
1200700	Math for College Readiness	45
1200705	Mathematics for College Readiness for Credit Recovery	45
1200410	Mathematics for College Success	45
1200415	Mathematics for College Success for Credit Recovery	45
1200400	Intensive Mathematics	45
1298310	Advanced Topics in Mathematics	45
1298315	Advanced Topics in Mathematics for Credit Recovery	45
1202340	Precalculus Honors	45
1202310	AP Calculus AB	45
1210300	Probability and Statistics with Applications Honor	45
1211300	Trigonometry Honors	45
1201300	Mathematical Analysis Honors	45
1201315	Analysis of Functions Honors	45

Attachment C
Secondary Courses (6-12)

SCIENCE

Florida Course Code	Course Title	Price
2000010	MJ Life Science	45
2002040	M/J Comprehensive Science 1	45
2002050	M/J Comprehensive Science 1 Advanced	45
2001010	MJ Earth/Space Science	45
2002070	M/J Comprehensive Science 2	45
2002080	M/J Comprehensive Science 2 Advanced	45
2003010	MJ Physical Science	45
2002100	M/J Comprehensive Science 3	45
2002110	M/J Comprehensive Science 3 Advanced	45
2001310	Earth Space Science	45
2001315	Earth/Space Science for Credit Recovery	45
2001320	Earth/Space Science Honors	45
2001340	Environmental Science	45
2001345	Environmental Science for Credit Recovery	45
2001380	AP Environmental Science	45
2000310	Biology	45
2000315	Biology 1 for Credit Recovery	45
2000320	Biology Honors	45
2003340	Chemistry	45
2003345	Chemistry 1 for Credit Recovery	45
2003350	Chemistry Honors	45
2003380	Physics	45
2003385	Physics 1 for Credit Recovery	45
2003390	Physics Honors	45
2002480	Forensic Science	85
2002500	Marine Science	85
2002400	Integrated Science I	45
2002405	Integrated Science 1 for Credit Recovery	45
2002420	Integrated Science 2	45
2002425	Integrated Science 2 for Credit Recovery	45
2002440	Integrated Science 3	45
2002445	Integrated Science 3 for Credit Recovery	45
2003310	Physical Science	45
2003315	Physical Science for Credit Recovery	45
2003320	Physical Science Honors	45
2001350	Astronomy Solar/Galactic†	85
2000350	Anatomy & Physiology*	per agreement

Attachment C
Secondary Courses (6-12)

SOCIAL STUDIES

Florida Course Code	Course Title	Price
2106010	M/J Civics	45
2106020	M/J Civics Advanced	45
2100010	M/J United States History	45
2100015	M/J United States History & Career Planning	45
2100020	M/J United States History Advanced	45
2109010	M/J World History	45
2109020	M/J World History Advanced	45
2103015	M/J World Geography	45
2100310	United States History	45
2100315	United States History for Credit Recovery	45
2100320	United States History Honors	45
2101300	Anthropology*	45
2100340	African American History*	85
2102335	Economics with Financial Literacy*	45
2102340	Economics with Financial Literacy for Credit Recovery*	45
2102345	Economics with Financial Literacy Honors*	45
2102372	Personal Financial Literacy*	85
2106310	United States Government*	45
2106315	United States Government for Credit Recovery*	45
2106320	United States Government Honors*	45
2106350	Law Studies*	85
2107300	Psychology 1*	45
2107310	Psychology 2*	85
2108300	Sociology*	85
2103300	World Cultural Geography	45
2105310	World Religions*	85
2105340	Philosophy*	85
2109310	World History	45
2109315	World History for Credit Recovery	45
2109320	World History Honors	45
2109430	Holocaust*	85
2100330	AP US History	45
2103400	AP Human Geography	45
2107350	AP Psychology	45
2109420	AP World History	45

Attachment C
Secondary Courses (6-12)

WORLD LANGUAGES

Florida Course Code	Course Title	Price
0707000	MJ Chinese Beginning	45
0707010	MJ Chinese Intermediate	45
0701000	MJ French Beginning	45
0701010	MJ French Intermediate	45
0702000	MJ German Beginning	45
0702010	MJ German Intermediate	45
0708000	MJ Spanish Beginning	45
0708010	MJ Spanish Intermediate	45
0711300	Chinese 1	45
0711310	Chinese 2	45
0701320	French 1	45
0701330	French 2	45
0701340	French 3 Honors	45
0702320	German 1	45
0702330	German 2	45
0706300	Latin 1	45
0706310	Latin 2	45
0708340	Spanish 1	45
0708350	Spanish 2	45
0708360	Spanish 3 Honors	45
0717300	American Sign Language I	85
0717310	American Sign Language 2	85
0701380	AP French Language and Culture	45
0708400	AP Spanish Language and Culture	45

Attachment C
Secondary Courses (6-12)

GENERAL ELECTIVES

Florida Course Code	Course Title	Price
0102040	M/J Creative Photography 1	85
8209100	MJ Careers in Fashion & Interior Design	85
1700060	M/J Career Research and Decision Making*	45
0103000	M/J Digital Art and Design 1	45
1301090	M/J Exploring Music 1	45
0101010	M/J Two-Dimensional Studio Art 1	45
8000400	Orientation to Career Clusters	45
0100320	Art in World Cultures*	85
0108310	Creative Photography	85
1700370	Critical Thinking and Study Skills*	45
1900300	Driver Education/Traffic Safety - Classroom*	85
1501310	Fitness for Lifestyle Design*	45
3026010	HOPE – Core	45
0100310	Introduction to Art History*	45
0800300	Health 1: Life Management Skills*	45
1501300	Personal Fitness*	45

CAREER ELECTIVES

Florida Course Code	Course Title	Price
0800370	Parenting 1	85
1700380	Career Research and Decision Making (9–12)*	45
3027010	Biotechnology I	85
8006120	Introduction to Alternative Energy	85
8106810	Agriscience Foundations I	85
8106820	Introduction to Agriscience*	45
8121510	Introductory Horticulture II	85
8207310	Digital Information Technology	85
8405110	Early Childhood Education	85
8417100	Health Science 1	85
8417110	Health Science 2	85
8417211	Nursing Assistant 3	45
8418220	Pharmacy Tech 2	45
8500120	Personal and Family Finance*	45
8500355	Nutrition and Wellness*	85
8800510	Culinary Arts 1	85
8812110	Principles of Entrepreneurship	45
8827110	Marketing Essentials	45

Attachment C
Secondary Courses (6-12)

PARTNER (DISTRICT) TEACHERS ONLY

Course Name (Florida)	Number Course Code Directory #	Course Title (Edgenuity)*	Price
M/J Coding Fundamentals	9009200	Intro to Coding*	45
M/J Orientation to Health Science Careers	8400110	Medical Terminology*	45
Engineering Technology	8600570	Concepts of Engineering and Technology	85
Administrative Office Technology I	8212110	Computer Applications: Office 2016	45
Business Software Application I	8212120	Computer Applications: Office 2016	45
Cosmetology	8905100	Cosmetology 1: Cutting Edge Styles	85
Groom & Salon Services	8757210	Cosmetology 2: The Business of Skin and Nail Care	85
Cybersecurity Essentials	9001330	Cybersecurity 1A: Foundations	85
Operational Cybersecurity	9001340	Cybersecurity 1B: Defense Against Threats	85
Game & Simulation Programming	8208330	Game Design 1A	85
Game, Simulation, & Animation Advanced Applications	8208400	Game Design 1B	85
Computer Science Discoveries	0200305	Great Minds in Science: Ideas for a New Generation	85
Hospitality and Tourism Management	8703100	Hospitality and Tourism 2A: Hotel and Restaurant Management	85
Hospitality and Tourism Management	8703100	Hospitality and Tourism 2B	85
Intro to Hospitality and Tourism	8850110	Hospitality and Tourism: Traveling the Globe	85
Business in a Global Economy	8815170	International Business: Global Commerce in the 21st Century	85
International Business	8216100	International Business: Global Commerce in the 21st Century	85
Materials and Processes Technology	8601110	Introduction to Manufacturing: Product Design and Innovation	85
Social Media I	1006375	Introduction to Social Media: Our Connected World	85
Music of the World	1300340	Music Appreciation: The Enjoyment of Listening	85
IT Fundamentals	9001320	National Security	85
Peer Counseling	1400300	Peer Counseling	85
Intro to Agriscience	8106810	Principles of Agriculture, Food and Natural Resources	85
Principles of Public Service	0900330	Principles of Public Service: To Serve and Protect	85

Attachment C
Secondary Courses (6-12)

EDEGENUITY TEACHERS ONLY

Florida Course Code	Course Title	Price
1508000	MJ Fitness * 6	per agreement
1508600	M/J Comprehensive 6/7*	per agreement
1508700	M/J Comprehensive 7/8*	per agreement
800310	Health 2: Personal Health*	per agreement
800320	First Aid and Safety*	per agreement
800330	Personal, Social and Family Relationships*	per agreement
1502470	Recreational Activities Individual Sports*	per agreement
1502470	Recreational Activities Running*	per agreement
1502470	Recreational Activities Walking Fitness*	per agreement
1503350	Team Sports I*	per agreement
1501340	Weight Training I*	per agreement
1502500	Sports Officiating*	per agreement
1501380	Personal Fitness Trainer	per agreement
2000350	Anatomy & Physiology*	per agreement

ADDITIONAL

Pricing indicated is per semester enrollment. Courses with an asterisk (*) are semester only courses.

Advanced Placement (AP) Required Resources

- AP materials may be purchased at \$125 per course

Offering of K-5 elementary courses with district teachers, requires purchase of 5 days onsite training for elementary staff.

DISCOUNT

All Tier I courses (identified as \$45 per semester enrollment will be billed at \$20 per semester enrollment)

STANDARD TERMS AND CONDITIONS

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement"). Edgenuity updates these Standard Terms from time-to-time, and posts the current version on its website at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>.

1. DEFINITIONS.

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** (defined in Attachment A).
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in Attachment B.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject the additional terms contained in Attachment B.

2. LICENSE and SERVICES.

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes.
- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions in Attachment B. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service under the terms of Edgenuity's support policies found at www.edgenuity.com/support including all updates, bug fixes, and enhancements when generally made available.

3. USE OF SUBSCRIPTION.

- a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("**Customer Data**"). All student-generated content and personally identifiable information about any students ("**Student Data**") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.
- b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations.

4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement (“Applicable Laws”), including without limitation the Family Educational Rights and Privacy Act (“FERPA”), and the Children's Online Privacy Protection Act (“COPPA”). Edgenuity’s Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity’s use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity’s privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
- b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
- c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER’S EXCLUSIVE REMEDY AND EDGENUITY’S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.
- d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED “AS IS” AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN “AS-IS” AND “WHEN AVAILABLE” BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

- 5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

6. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information (“PII”) as defined by Applicable Law, disclosed by a party (“Discloser”) to the other party (“Recipient”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (“Confidential Information”). Edgenuity’s Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

7. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the

Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.

- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

8. TERM AND TERMINATION.

- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach.
- b. **Funding-Out Clause.** Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

- b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

11. OTHER TERMS.

- a. **Governing Law.** Any action related to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles that would result in the applicable of the laws of another jurisdiction. The State courts of the Third Judicial District of Suwannee County, Florida shall have exclusive jurisdiction and venue over any dispute arising hereunder or related hereto, and the parties hereby consent to the personal jurisdiction and venue of these courts.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.



Attachment A Third Party Terms

1. **Third Party Services** refer to web based software, content or services licensed by Edgenuity from a third party for use by Edgenuity for the Subscription or Hardware. Customer's use of Third Party Services may be subject to additional terms from the third parties, some of which are listed below or can be found at the web links indicated:
 - a. **ExploreLearning.** Access to and use of any ExploreLearning *Gizmos* (Gizmos) provided by Edgenuity are governed by the following additional terms: (i) Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (a) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (b) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students; (ii) A Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software; and (iii) Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
 - b. **Education Testing Services (ETS) e-rater® Scoring Service.** If the Agreement includes any ETS services, Customer agrees as follows: (i) the score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made; (ii) the user understands and agrees that the Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. As permitted under state or federal law, user shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose; (iii) THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; and (iv) with regard to essays submitted to the site, you (Customer) hereby grant to ETS a non-exclusive, royalty-free, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally identifiable information that may be associated with the essays. This license shall survive the termination of any license granted herein to ETS but in no event longer than 18 months. Any cessation of use of the site shall not result in the termination of any license you grant herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.
 - c. **Sophia® Learning Inc.** If this Agreement includes any Sophia Learning Inc. courses for use, the following term applies to any such purchase or use: "Customer agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."
 - d. **CompassLearning Third Party Information.** (i) CKEditor (© 2003-2013 CKSource – Frederico Knabben, all rights reserved), is a third party software text editor, licensed pursuant to the CKEditor Enterprise OEM License 2.3.2 and the GNU Lesser General Public License Version 3 ("LGPL"), available at <http://www.gnu.org/licenses/gpl.html>; (ii) SSHNET (© 2010 RENCL, all rights reserved), is a third party secure connectivity software tool, licensed pursuant to the terms found at <https://sshnet.codeplex.com/license>; (iii) Agilix Labs, Inc.'s xLi platform, (© Agilix Labs, Inc., all rights reserved), is distributed with other licensed third party components under the MIT License and/or the Apache License found at <https://jquery.org/license/> and <http://cdn.mathjax.org/mathjax/2.0-latest/LICENSE>.
2. **Hardware** refers to any equipment with any pre-installed software marketed or supplied by Edgenuity and identified on a Quote. Edgenuity is not the manufacturer of Hardware and it is provided subject to the separate sale terms provided by the manufacturer (including without limitation, return and exchange terms). Customer grants Edgenuity permission to provide remote technical support for setup and diagnostic purposes for any Hardware if required. Customer owns the Hardware and has a license to any pre-installed software, subject to the applicable license agreement. During the term of this Agreement, if Customer modifies Hardware in any way, it may void the manufacturer's warranty. Upon expiration or termination of the Agreement, Edgenuity will remotely remove all Edgenuity content and software from the Hardware.
3. **DISCLAIMERS.** ALL THIRD PARTY SERVICES AND HARDWARE ARE PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. Edgenuity transfers to Customer, to the extent transferable, warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or Third Party Service. Edgenuity's sole obligation with respect to Hardware and Third Party Service will be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Customer makes against the manufacturer of the Hardware or Third Party Service. Customer, recognizing that Edgenuity is not the manufacturer of Hardware or Third Party Service, expressly waives any claim that Customer may have against Edgenuity for product liability or infringement of any intellectual property right with respect to any Hardware or Third Party Service, as well as any right to indemnification from Edgenuity on account of any such claim made against Customer by a third party.

Attachment B**Additional Terms for Instructional Services & Professional Development**

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
 - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote

specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.

- b. Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
- 7. NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.