

✓ APPROVED Pending Comments Below Addressed

200126

CONTRACT REVIEW FORM ("CRF")		BOARD MEETING DATE: <small>WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED</small>
Date Submitted: April 24, 2020	Telephone Number: 904-336-9878	
Contract Initiator (Name of Person Overseeing the Contract): Melissa Kowleski		
School/Department Submitting Contract: Clay Virtual Academy		
Vendor/Contractor Name: Edgenuity		
Contract Title: Edgenuity - Provider Agreement - Course and Virtual Instruction		
Contract Type: New <input checked="" type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Extension <input type="checkbox"/>	Date Original Contract Approved: 05/02/2019 ^{N/A}	
Contract Term: 07/01/2020 - 06/30/2021	Renewal Option(s): 1 year	
Contract Cost: \$10,000.00	Payment Schedule (Monthly? Upon delivery? When finished?): Quarterly January & June	
Funding Source: 0100.5100329.0000.000	Purchase Requisition No.:	
Strategic Plan Tie-In Explanation:		
Pre-Approved by Superintendent or Designee? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Additional Information: Franchise Agreement will be annual contract		
CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED? <input type="checkbox"/> Completed Contract Review Form <input type="checkbox"/> SBAO Template Contract or other Contract (with all basic and mandatory terms) <input type="checkbox"/> SIGNED 2018 Addendum A (If not an SBAO Template Contract)* <small>*This Statement MUST BE Included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated." <input type="checkbox"/> Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements: <small>COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better. General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate. Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses). Workers' Compensation = \$100,000 Minimum If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage.</small> </small>		

Approvals

Comments

Department	Approved	Denied	Comments
Purchasing Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Virtual School per Statute 1002/1003
Review Date: 4/29/2020	BYB		District PO Terms & Prompt Pay Act
Risk Management Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revisions pg 17 & 19, Attached PO
Review Date:			
School Board Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was Contract 190150, 200103 (2018?)
Review Date: 5/11/20	JD		change venue - P.C.; Venue (Gov. Law P. 19)
Information & Technology Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	changed
Review Date:			Also Agree to changes re;
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prompt payment Act & P.D.
Review Date:			

Contract Review Form, May 2018, SBAO (web)

Purchasing 4/24/2020
Received by
Email T. Kamm

VIRTUAL SCHOOL SERVICES AGREEMENT

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 the **Clay County School District** (hereinafter "**CLIENT**"), having principal offices at 900 Walnut Street, Green Cove Springs, Florida 32043.

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 1st day of July, 2020 (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) and Attachment D (Standard Terms and Conditions).

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-year renewal after written acceptance and approval from both parties.

Edgenuity provides both state and nationally aligned courses and is also a state of Florida approved Virtual Instruction Provider ("**VIRTUAL INSTRUCTION PROVIDER**"). Through this VIRUTAL SCHOOL SERVICES AGREEMENT, Edgenuity offers the CLIENT, the platform, support and flexibility to provide a wide selection of course offerings for students. This VIRTUAL SCHOOL SERVICES AGREEMENT is offered for use with both the CLIENT's teachers ("**Partner Teachers**") and/or the PROVIDER's teachers ("**Edgenuity Teachers**").

Customer:	Edgenuity Inc.	<small>DocuSigned by:</small>
Signature:	<i>Sari Factor</i>	<small>7090EFC85FC2F46D...</small>
Printed Name:	Sari Factor	
Title:	CEO	
Date:	6/5/2020	
Address:	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250	

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, 180-day, or more, online instructional program to eligible students during the 2020-2021 school year. The PROVIDER is to provide each school/district and its staff with the necessary platform, online courses, and support for successful operation of their virtual school. If, and when any instructional staff is provided by PROVIDER, for the delivery of online courses, instructional staff must be highly qualified as identified by ESSA standards and hold a 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 F.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 regarding monitoring. All curriculum and course content used 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 Virtual Instruction Provider's Standard Terms and Conditions incorporated herein. As required in F.S.1002.45, a detailed curriculum plan (available online courses) is provided in **Attachment C**. 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 the PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA. Further Roles of the Client shall include:

1. Manage the enrollment process, including communications with students and parents, regarding the enrollment process.
2. Notify, communicate, and/or provide, support services consistent with the legal requirements for students with special needs. These special needs could be seen in an IEP, including a 504, be an English Language Learner (ELL) or others as mutually identified.
3. 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.

4. 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).
5. Provide the PROVIDER with student data 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.
6. Pay the VIRTUALINSTRUCTION PROVIDER in accordance with Attachment B.

ATTACHMENT B PAYMENT TERMS and CONDITIONS

Payment Terms and Conditions

District (Partner) Teacher – refers to teachers provided by the CLIENT using Edgenuity courses. Partner teachers can teach the Edgenuity courses using the instructional model that is of their choosing, is chosen for them by the school, a customized model, or the Partner Teacher may use the Edgenuity instructional model.

Edgenuity (VIP) Teacher – refers to teachers provided by the PROVIDER using Edgenuity courses. Edgenuity instructors, using Edgenuity's instructional model, augment course content via remediation, modification and enrichment through web meetings, virtual office hours, email and SMS communication. Instructors also grade course assignments and projects.

Concept Coach – refer to coaches who perform on demand concept demonstrations using interactive technology tools for core courses, ELA, Math, Social Studies, and Science. Edgenuity concept coaches ("On-demand tutors") are available Monday through Saturday, 8:00 AM to 11:00 PM EST.

Enrollment Period –refers to the standard course enrollment period of twenty (20) weeks. Extensions may be requested.

Course Fee – refers to the amount charged for a student's use of a course. This amount is charged, regardless of who teaches the course, when the student is no longer eligible for Drop/Grace.

Instructional Fee – refers to the cost of a successful completion when using an Edgenuity teacher.

Successful Completion - student must earn a minimum grade of 60%, unless changed in writing by the district.

Drop/Grace* - refers to the period in which a student may be withdrawn from course(s) without incurring fees further defined as period prior to a student reaching either twenty percent (20%) progress in the course or reaching twenty-eight (28) days enrolled in the course, whichever comes first.

Billing – Edgenuity will send the billing roster to district administrators twice each year, in January and in June. These billing rosters will reflect charges for both successful completions and any course fees. The January billing roster will typically cover usage for the first semester. The June billing roster will typically cover usage for the second semester. The district administration has seven (7) days after receiving the billing roster to dispute the invoice and request revisions. Edgenuity will review the request and provide a revised invoice 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 fee. This is regardless of whether the district is providing their own teachers (Partner Teachers) or are using Edgenuity teachers.

**ATTACHMENT B (CONT.)
PAYMENT TERMS and CONDITIONS**

- I. PROVIDER shall provide the Curriculum and/or Instructional Services identified in the **Payment Terms and Conditions** pricing table (the "Deliverables").
- II. PROVIDER will commit its teachers to a student-teacher ratio which is one teacher per 65 students for grades 6 - 8 and one teacher per 200 students for grades 9 -12.
- III. 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. 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, audio-visual, 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 or CLIENT's 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 manger, 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 Clay 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; orb) 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 VIRTUAL INSTRUCTION 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 requirement s adopted in rule by the Florida Board of Education.
- XIV. **PUBLICRECORD** - CLIENT agrees that all Edgenuity 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 XVIIM. 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.

XXII. PUBLIC AGENCY CONTRACTS: To the extent that Edgenuity meets the definition of "contractor" under Section 119.0701 under Florida Statutes, in addition to other contract requirements provided by law, Edgenuity must comply with public record laws, including the following provisions of Section 119.0701. Florida Statutes:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Edgenuity or keep and maintain public records required by the School Board to perform the service. If Edgenuity transfers all public records to the School Board upon completion of the contract. Edgenuity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Edgenuity keeps and maintains public records upon completion of the contract. Edgenuity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. **IF EDGENUITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EDGENUITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS:**

NAME:

PHONE:

EMAIL:

ADDRESS:

- f. Edgenuity acknowledges that the School Board cannot and will not provide legal advice or business advice to Edgenuity with respect to its obligations pursuant to this section related to public records. Edgenuity further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice and that it has been advised to seek professional advice regarding public records matters addressed by this agreement. Edgenuity acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

**ATTACHMENT C
CURRICULUM PLAN**

English/Language Arts

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

**Tier II courses are highlighted*

Math

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

**Tier II courses are highlighted*

Science

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

**Tier II courses are highlighted. Edgenuity (VIP) teachers only are bold italicized.*

Social Studies

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

**Tier II courses are highlighted*

World Languages

Florida Course Code	Course Title
707000	MJ Chinese Beginning
707010	MJ Chinese Intermediate
701000	MJ French Beginning
701010	MJ French Intermediate
702000	MJ German Beginning
702010	MJ German Intermediate
708000	MJ Spanish Beginning
708010	MJ Spanish Intermediate
711300	Chinese 1
711310	Chinese 2
701320	French 1
701330	French 2
701340	French 3 Honors
702320	German 1
702330	German 2
706300	Latin 1
706310	Latin 2
708340	Spanish 1
708350	Spanish 2
708360	Spanish 3 Honors
717300	American Sign Language I
717310	American Sign Language 2
701380	AP French Language and Culture
708400	AP Spanish Language and Culture

**Tier II courses are highlighted*

MIDDLE SCHOOL ELECTIVES

<i>1508000 – M/J Fitness 6*</i>
<i>1508060 – M/J Comprehensive 6/7*</i>
<i>1508070 – M/J Comprehensive 7/8*</i>
1700060 – M/J Career Research and Decision Making
8000400 – Orientation to Career Clusters*
0101010 – M/J Two-Dimensional Studio Art 1 A*
0101010 – M/J Two-Dimensional Studio Art 1 B*
0102040 – M/J Creative Photography 1 A*
0102040 – M/J Creative Photography 1 B*
0103000 – M/J Digital Art and Design 1 A*
0103000 – M/J Digital Art and Design 1 B*
1301090 – M/J Exploring Music 1 A*
1301090 – M/J Exploring Music 1 B*

**Tier II courses are highlighted. Edgenuity (VIP) teachers only are bold italicized.*

**ATTACHMENT C (cont.)
CURRICULUM PLAN**

CAREER ELECTIVES

0200305 - Computer Science Discoveries
1501380 – Personal Fitness Trainer
<i>1502500 – Sports Officiating•</i>
1700380 – Career Research and Decision Making*
8207310 – Digital Information Technology
8500120 – Personal and Family Finance*
8812110 – Principles of Entrepreneurship
8827110 – Marketing Essentials
8106810 – Agriscience Foundations 1 A*
8106810 – Agriscience Foundations 1 B*
3027010 – Biotechnology I A*
3027010 – Biotechnology I B*
8209100 – Careers in Fashion & Interior Design*
0108310 – Creative Photography A*
0108310 – Creative Photography B*
8800510 – Culinary Arts 1 A*
8800510 – Culinary Arts 1 B*
0800370 – Parenting 1*
8405110 – Early Childhood Education A*
8405110 – Early Childhood Education B*
8006120 – Introduction to Alternative Energy A*
8006120 – Introduction to Alternative Energy B*
8121510 – Introductory Horticulture II A*
8121510 – Introductory Horticulture II B*
8500355 – Nutrition and Wellness*
8500390 - The Principles of Food

GENERAL ELECTIVES

1900300 – Driver Education/Traffic Safety*
0100310 – Introduction to Art History*
0100320 – Art in World Cultures*
0800300 – Health 1: Life Management Skills*
0800310 – Health 2: Personal Health*
<i>0800320 – First Aid and Safety*•</i>
0800330 – Personal, Social, and Family Relationships*
1501300 – Personal Fitness*
1501310 – Fitness for Lifestyle Design*
1502470 – Recreational Activities/Individual Sports*
1502470 – Recreational Activities/Walking Fitness*
1502470 – Recreational Activities – Running*
1503350 – Team Sports 1*
1501340 – Weight Training 1
1700370 – Critical Thinking and Study Skills*
3026010 – HOPE – Core

**Tier II courses are highlighted. Edgenuity (VIP) teachers only are bold italicized.*



**TERMS AND CONDITIONS BETWEEN EDGENUITY INC. AND THE CLAY COUNTY
SCHOOL BOARD, FLORIDA**

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").

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** found at <https://www.edgenuity.com/third-party-terms.pdf>.
- 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 the attached Addendum.
- 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 the attached Addendum.

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. License and Service types are listed below:
 - i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.
 - ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
 - iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
 - iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
 - v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- 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 attached hereto as the Addendum for Instructional Services and Professional Development. 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. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

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. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

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 in accordance with the Prompt Payment Act and in accordance with the purchase order. 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; (vi) 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. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services (“Term”) and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity’s issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer’s continued accessing and use of the Products and/or Service.

- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, 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.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Florida.
- 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.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

Customer:	Edgenuity Inc. DocuSigned by:
Signature:	Signature: <i>Sari Factor</i>
Printed Name:	Printed Name: Sari Factor <small>70D9EFB5FC2F46D...</small>
Title:	Title: CEO
Date:	Date: 6/5/2020
Address:	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Addendum 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.



Edgenuity Inc.
 8860 E. Chaparral Road
 Suite 100
 Scottsdale AZ 85250
 877-725-4257

Price Quote for Services
 CLAY COUNTY SCHOOL DISTRICT
 Green Cove Springs FL
 Quote Number 153884
 Total \$0.00
 Date 4/22/2020

Payment Schedule

Contract Start 7/1/2020
Contract End 6/30/2021

Site	Description	Comment	End Date	Per Unit Cost	Qty	Cost
	IS - District (Partner Teacher) semester Tier I course, with SMS text messaging		06/30/2021	\$43.00	1	\$43.00
	IS - District (Partner Teacher) semester Tier II course, with SMS text messaging		06/30/2021	\$76.00	1	\$76.00
	IS - Teaching (Edgenuity Teacher) service, semester AP (Advanced Placement) course. Includes any required AP materials.		06/30/2021	\$325.00	1	\$325.00
	IS - Teaching (Edgenuity Teacher) service, semester course (AP Courses excluded)		06/30/2021	\$225.00	1	\$225.00

1. CLAY VIRTUAL ACADEMY

Site	Description	Comment	End Date	Per Unit Cost	Qty	Cost
	Items billed per terms in the agreement		Invalid date	(\$669.00)	0	\$0.00

1. CLAY COUNTY SCHOOL DISTRICT

Subtotal \$0.00
Total \$0.00

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to the attached Virtual Instruction Agreement between Edgenuity Inc. and the Clay County School District ("Terms and Conditions"). These Terms and Conditions are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

If this Quote includes any Sophia® Learning Inc. courses for purchase, the following language applies to any such purchase: "Use of any Sophia course is prohibited for all students under the age of 13 years."

CLAY COUNTY SCHOOL DISTRICT

Edgenuity Inc. Representative

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

D. Greg Guy, Ed.S.
 850.445.5617
 greg.guy@edgenuity.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.

PURCHASING CONDITIONS

1. The School Board of Clay County (SBCC) purchase order number shall appear on each invoice, delivery papers, bills of lading, packages and/or correspondence.
2. Original invoices shall serve as the SBCC basis for payment.
3. All deliveries are to be F.O.B. destination unless otherwise specified.
4. Do not back order without prior approval.
5. C.O.D. orders shall not be accepted - including freight charges.
6. Equipment, materials, supplies and/or services delivered on this order shall be subject to inspection and test upon receipt, and if rejected, shall remain the property of the vendor.
7. The SBCC issues payments in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218.
8. **BACKGROUND INVESTIGATION:** Any employee, principle, or agent of the contractor, vendor, entity or service provider which is a party to this agreement shall, prior to being permitted access to school grounds when students are present or being allowed direct contact with students or being granted access to or control of school funds, submit to and pass Level II background screening requirements or otherwise meet the requirements of and be bound by the terms of Florida Statutes 1012.465, 1012.467 or 1012.468. The cost of screening shall be the responsibility of the vendor, contractor, service provider and not the SBCC.
9. All transactions contemplated by this purchase order shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising in regards to this purchase order shall be in the state courts located in Clay County, Florida.

NOTICE: REQUIREMENTS WHEN USING FEDERAL FUNDING:

This purchase order constitutes a contract. Upon acceptance of a purchase order, the vendor certifies that their firm meets and agrees to the following provisions which shall become a part of the contract:

PARTIES RECEIVING PAYMENT VIA PURCHASE ORDER ISSUED BY THE SBCC FOR GOODS AND/OR SERVICES SHALL BE SUBJECT TO ALL REMEDIES ALLOWED BY LAW FOR ANY DEFAULTS, BREACHES, VIOLATIONS OR OTHER FAILURES TO PERFORM AS AGREED WHETHER OR NOT AN EXPRESS WRITTEN AGREEMENT EXISTS FOR THE PROVISION OF SUCH GOODS AND/OR SERVICES.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

ACCESS TO RECORDS: (34 CFR 80.36 (j)(10)): All vendors, contractors and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36 (j)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the SBCC makes final payments and all other pending matters are closed.

CLEAR AIR ACT: (34 CFR 80.36 (j)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts and sub-grants of amounts in excess of \$100,000).

ENERGY EFFICIENCY: (34 CFR 80.36(j)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

SUSPENSION AND DEBARMENT: In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurement contracts equal to or exceeding \$25,000, vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

EQUAL EMPLOYMENT OPPORTUNITY: (34 CFR 80.36(j)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or sub-grantees).

COPELAND "ANTI-KICKBACK" ACT: (34 CFR 80.36(j)(4)): All vendors, contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 5). (Applies to all contracts and sub-grants for construction or repair).

DAVIS-BACON ACT: (34 CFR 80.36(j)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2,000 awarded by the district and sub-grantees when required by Federal grant program legislation).

CONTRACT WORK HOURS & SAFETY STANDARDS ACT: (34 CFR 80.36(j)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

CANCELLATION/TERMINATION: (34 CFR 80.36(i)): For all purchases involving Federal funds in excess of \$10,000, the SBCC reserves the right to terminate this contract for cause, as well as for convenience, by issuing a certified notice to the vendor. If terminated, the SBCC shall be responsible only for goods and services already delivered to it on the date of such termination, and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor.