

Revised Copy 130364 Received 3/6/2018 AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 2/19/18

Contact Name (Person Overseeing the Contract): Michael Wingate

Telephone Number: 336-6918

School/Department Submitting Contract: C+I

Vendor Name: Edgenity

Contract Title: Edgenity Courseware Agreement

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐

Date Original Contract Approved: NA

Prior Year's Pricing: NA

Contract Term: 3-Year 5/31/18 - 5/30/20

Renewal Option(s):

Contract Cost: \$199,750

Payment Schedule (Are the payments made monthly, when task is finished, etc):

Funding Source: ?

Strategic Plan Tie-in Explanation: CCDS will evaluate the implementation of Edgenity's products to support the 7-12 curriculum for remediation and grade recovery purposes.

Background/Discussion/Research/Alternatives: This program will replace the COMPASS ODYSSEY software program that has been utilized for the last 8 years. This program is paid and available at all secondary schools for remediation, credit recovery, and as a teacher resource. Students are able to work on the software at all times. Teachers will receive professional development, as needed.

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

If more space is needed, please attach Word document.

RECEIVED

FEB 26 2018

PURCHASING

Completed Contract Review Form

Original Contract and all Terms & Conditions that apply with the Contract

SIGNED SBCC Addendum A *

*This Statement MUST BE written on Original Contract. The terms and conditions included in Addendum A shall be incorporated into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.]

Approvals

Comments

Superintendent:	Approved	Denied
Review Date:		
District Attorney:	Approved	Denied
Review Date:		
Information & Technology:	Approved	Denied
Review Date: 3/12/18	JB	
Finance:	Approved	Denied
Review Date:		
Insurance Certificate:	Approved	Denied
Review Date:		
Purchasing:	Approved	Denied
Review Date: 4/4/2018	BJS	

2/27/2018 Called Kim & Spoke with Michelle L.

Need funding line (Need signed Addendum A) working on which quote are we using? attached

Courseware Agreement Needs to be revised (fix attachments and include ALL 11 items incorporated like PO. Terms Addendum A...)

Denied
* See Below *

180364

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE: April 2018
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 2/19/18
Contact Name (Person Overseeing the Contract): Michael Wingate Telephone Number: 336-6918
School/Department Submitting Contract: C+I
Vendor Name: EOGENVITY
Contract Title: EOGENVITY Courseware Agreement
Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐
Date Original Contract Approved: NA Prior Year's Pricing: NA
Contract Term: 3-Year 5/31/18 - 5/30/20 Renewal Option(s):
Contract Cost: \$199,750 Payment Schedule (Are the payments made monthly, when task is finished, etc):

Funding Source: ? (Connor & Legutko?)
Strategic Plan Tie-in Explanation: CCDS will evaluate the implementation of Edgenuity's product to support the 7-12 curriculum for remediation and grade recovery purposes.

Background/Discussion/Research/Alternatives: This program will replace the COMPASS ODYSSEY software program that has been utilized for the last 8 years. This program is used and available at all secondary schools for remediation, credit recovery, and as a teacher resource. Students are able to work on the software at all times. Teachers will receive professional development, as needed.

RECEIVED
FEB 26 2018
PURCHASING

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

- Completed Contract Review Form
- Original Contract and all Terms & Conditions that apply with the Contract
- SIGNED SBCC Addendum A *
*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporated into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.]

Approvals

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Superintendent:	Approved	Denied	
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District Attorney:	Approved	Denied	
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Review Date:			
Finance:	Approved	Denied	
Review Date:			
Insurance Certificate:	Approved	Denied	
Review Date:			
Purchasing:	Approved	Denied	
Review Date:			

Purchasing good under FDOE 6A-1.012(11b)(14)
"Computer Software/Educational Services"

EDGENUITY COURSEWARE™ AGREEMENT

This Edgenuity Courseware™ Agreement for services ("**Agreement**") is made and entered into by and between Edgenuity Inc. (hereafter "**Provider**" or "**Edgenuity**") having principal offices at 8860 East Chaparral Road, Suite 100, Scottsdale, Arizona 85250 and the Clay County School District (hereinafter "**Clay County**") located at 900 Walnut Street, Green Cove Springs, FL 32043.

Provider desires to enter this Agreement as a Digital Curriculum provider for Clay County School District. The parties, by signature of their authorized representatives below, enter into this Agreement as of _____, 2018 (the "**Effective Date**").

Clay County School District elects to use the Digital Curriculum for meeting its district-specific needs for core and/or elective curriculum, credit recovery, grade and/or concept remediation, career and technical education, special populations, summer school, incarcerated youth, and/or blended learning models.

Edgenuity shall provide the Digital Curriculum products and services detailed in Exhibit A, Price Quote for Services, #44200. Clay County School District will purchase the services at the costs shown on Exhibit A pursuant to the Standard Terms and Conditions attached hereto as Exhibit B. The Exhibits are incorporated herein by this reference and made part of this Agreement. This Agreement shall replace any other agreements previously between the parties as to the virtual classroom and web administration. Addendum A and the District's Purchasing Conditions are incorporated into this Agreement and shall prevail in the event of conflict between the terms contained herein.

EDGENUITY INC., a Nevada Corporation

CLAY COUNTY SCHOOL DISTRICT

DocuSigned by:
Sari G. Factor
70D9EFB5FC2F46D...

Signature
CEO

Title
3/5/2018

Date

Signature

Title

Date

Approved by Legal:

DS
TW


EXHIBIT A

Price Quote for Services CLAY COUNTY SCHOOL DISTRICT

Green Cove Springs FL

Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
480-423-0118

Date 2/14/2018
Quote # 44200
Vendor #

Payment Schedule	Price Expires	Contract Start Date	Contract End Date
	12/31/2099	5/1/2018	4/30/2021

Reader	Quantity	Description	
Credit Recovery - HS	125	Digital Libraries 9-12 Credit Recovery Library Concurrent User Sites Included: AMI Boys, Pace Center for Girls, Bannerman Learning Center, FLYCA, Oakleaf Jr Sr High, Keystone Heights Jr Sr, Clay HS, Fleming Island HS, Middleburg HS, Ridgeview HS, Orange Park HS, Oakleaf HS	
Credit Recovery - MS	25	Digital Libraries 6-8 Comprehensive Concurrent User (Credit Recovery) Sites Included: AMI Boys, Pace Center for Girls, Bannerman Learning Center, FLYCA, Oakleaf Jr Sr High, Keystone Heights Jr Sr High, Orange Park Jr High, Lake Asbury Jr High, Lakeside Jr High, High, Green Cove Springs Junior High, Wilkinson Junior High	
Initial Credit - 6-12	20	Digital Libraries 6-12 Comprehensive All (except Sophia) Content Concurrent User	
	150	Digital Libraries Virtual Tutor Courses (Florida Specific & National)	
Professional Developm...	5	Professional Development Onsite Day	
Discount		3 Year Agreement Discount	
		Fund Out - If the School Board of Clay County, FL fails to appropriate funding for credit recovery courses, the district may cancel the 2nd year and/or 3rd of this agreement by providing a 60 day notice in writing to Edgenuity prior to renewal date	

Total \$99,750.00

Please send signed quote back to me along with accompanying first year PO. 3 Year Agreement Total with Realized Discount is \$299,250. Payable upon receipt of each subsequently yearly issued PO, each year of the agreement by May 31st of 2018, 2019 & 2020 via invoice in the amount of \$99,750.

This quote is subject to the attached Terms and Conditions ("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. Addendum A and the District's Purchasing Conditions are incorporated into these Terms and Conditions and shall prevail in the event of conflict between the terms contained herein.

If this Quote includes any Sophia® Learning Inc. courses for purchase, the following language applies to any such purchase (and this language is also found in the above linked Terms and Conditions): "Use of any Sophia course is prohibited for all students under the age of 13 years."

Customer

Edgenuity Inc. Representative

Signature

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

Print Name

Title

Signature, Title

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.

8860 E. Chaparral Rd., Suite 100, Scottsdale, Arizona 85250 877.2020.EDU Fax: 480.423.0213 www.edgenuity.com



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"). These Standard Terms are updated from time-to-time by Edgenuity and the current version can be found 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 Edgenuity Courseware which may include 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 to 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 Owned Data.** All data and materials uploaded or entered during use of the Subscription by Customer remains the property of Customer (**Customer Data**). Customer grants Edgenuity the right to use the Customer Data solely for purposes of performing under this Agreement. During the term of this Agreement, Customer may export Customer Data to the extent allowed by functionality within the Subscription. Customer represents and warrants that it has appropriate rights to any Customer Data. For training and demonstration purposes, Edgenuity may use and share Customer Data, including protected 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 allow continued access to the Subscription for the sole benefit of Customer. Customer will provide Edgenuity the name and contact information for all third parties authorized by Customer necessary for Customer to use the Subscription. Customer is solely responsible for compliance with all federal, state and local privacy laws and regulations, and for compliance by its authorized integrators or other third party vendor(s).

4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty.** 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 Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy may be found at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its 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, workmanlike manner consistent with the terms of this Agreement and under generally accepted industry standards.
- c. **Edgenuity Service Warranty.** Edgenuity warrants that commercially reasonable efforts will be made 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. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES ARE HEREBY EXPRESSLY DISCLAIMED 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 and/or any Instructional Services or Professional Development 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 is 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(c), 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. **Return of Customer Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to export Customer Data.

- 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 Property Upon Termination.** Upon expiration or termination of this Agreement for any reason, Customer must pay Edgenuity for any amounts owed, and destroy or return all property of 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.

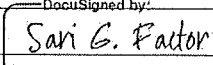
10. INDEMNITY.

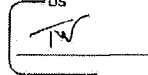
- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity to solely 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.** This Agreement is governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Nothing in this Agreement prevents either party from seeking injunctive relief in any court of competent jurisdiction.
- 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. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. This Agreement may only be modified in writing 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.
Signature:	Signature:  DocuSigned by: Sari G. Factor
Printed Name:	Printed Name: Sari G. Factor
Title:	Title: CEO
Date:	Date: 3/5/2018
Address:	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Approved by Legal:  DS

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 RENCi, 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 any and 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 shall be 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 insuring 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 insuring 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 any and 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. Any grace periods or extension of time for delivery of PD Services must be agreed to in writing signed by both parties.
 - b. **Use of Customer's Facilities.** If Professional Development services are to be provided by Edgenuity 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.

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. 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, principal, 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 a 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 (f)(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 (f)(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 (f)(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 (f)(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 procurements 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 (f)(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 (f)(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 3). (Applies to all contracts and sub-grants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36 (f)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and sub-grantees when required by Federal grant program legislation).

CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36 (f)(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 \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

CANCELLATION/TERMINATION (34 CFR 80.36 (f)): 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.

"ADDENDUM A"
TO
TO CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("Board") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

2. INSURANCE

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:
 \$1,000,000.00 per occurrence
 \$3,000,000.00 aggregate
2. Auto Liability Policy:
 \$1,000,000.00 combined single limit
 \$5,000,000.00 charter or common carrier
3. Worker's Compensation Policy:
 \$100,000

Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker's Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance

("COI") shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

3. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

8. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
01/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Edgenuity Inc. 8860 E. Chaparral Road, Suite 100 Scottsdale, AZ 85250	INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Insurance Company A NAIC # 20494 INSURER B: National Fire Insurance Company of Hartford A 20478 INSURER C: Continental Insurance Company 35289 INSURER D: Valley Forge Insurance Company A 20508 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: W5055174

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	6045593613	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6045593594	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6045593644	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No N/A	6045593627	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation & Employers Liability Per Statute		6045593630	01/01/2018	01/01/2019	EL - Each Accident \$1,000,000 EL- Disease-Each Emp. \$1,000,000 EL- Disease-Pol Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

School District of Clay County is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

School District of Clay County 900 Walnut Street Green Cove Springs, FL 32043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Pilot Program

☒ APPROVED

Per Comments Below 180289-COPY
PO# 18002488

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: November 16, 2017

Contact Name (Person Overseeing the Contract): Terry Connor / M. Larson Telephone Number: 336-6906

School/Department Submitting Contract: Secondary Education

Vendor Name: Edgenuity

Contract Title: Edgenuity Digital Library Professional Development and Integration

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐
Date Original Contract Approved: N/A Prior Year's Pricing: N/A

Contract Term: 2017-2018 Renewal Option(s): Annual

Contract Cost: \$6,000 Payment Schedule (Are the payments made monthly, when task is finished, etc):
One time payment

Funding Source: 0100.6400.0310.9007.1128 - \$5,000 0100.5100.0369.9007.1128 - \$1,000

Strategic Plan Tie-in Explanation: Clay County District Schools (CCDS) will evaluate the implementation of Edgenuity's products and services to support CCDS secondary schools. The district and school staff will work with the Edgenuity team to implement a strategic plan of customized programs that target and support specific students.

Background/Discussion/Research/Alternatives: CCSD would like to initiate a pilot with select secondary schools utilizing Edgenuity virtual coursework with the Algebra I/IB block. In addition, we will access the Environmental Science content which is in the their platform to integrate into our standard classes serving more than 2,100 students. Edgenuity will also be used in our credit recovery settings at each of our secondary high schools where they will have access to all courses for the Credit Recovery students. These are rigorous, standards-based courses in math, science, English, social studies, world languages, CTE, and electives that meet HS graduation requirements. Each course offers breadth of standards and develops critical thinking skills and deep understanding required for success in college and career. Lessons provide multiple opportunities for student(s) to explore, apply, practice, and confirm their learning. This program will meet the student at his/her individual level of academic readiness and provide support to master the rigorous content. Individuals receive the instructional level they need.

If more space is needed, please attach Word document.

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

- ☒ Completed Contract Review Form
 - ☒ Original Contract and all Terms & Conditions that apply with the Contract
 - ☒ SIGNED SBCC Addendum A *
- *This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.
- ☒ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt, they must provide Workers' Compensation COI.

RECEIVED

NOV 17 2017

PURCHASING

Approvals

Comments

Superintendent:	Approved	Denied	
Review Date:			
District Attorney:	Approved	Denied	
Review Date:	12/1/17		
Information & Technology:	Approved	Denied	
Review Date:	12/5/17		
Finance:	Approved	Denied	
Review Date:	12/4		
Insurance Certificate:	Approved	Denied	
Review Date:	11/29/17		
Purchasing:	Approved	Denied	
Review Date:	11/28/2017		

Edgenuity Standard Term I Illusory & approved
Contract # 180145. Review sheet attached
Not all courses are compatible with Chrome OS.
I have attached the courses and requirements as of 12/4/17.
Budget transfer needed to cover 1st Budget Line
44602.00
avail.
Need New Quote due to price expiration of
11/30/2017. Why start date 9/18/2017?
No Date on Addendum A, Require
Signature Since we added wording
to quote. (Same Documents as Contract
Review # 180145)

Chromebook™ Device Usage



Edgenuity Courseware™ and MyPath® courses can be accessed and completed on Chromebooks. Schools and districts utilizing the Edgenuity system on mobile devices will need to ensure devices meet the minimum system requirements below.

Information within this document contains details on interaction with Edgenuity, including a complete list for compatible and incompatible courses, for these devices.

Edgenuity Minimum System Requirements: Chromebook

Operating System / Browsers	Example Devices
<ul style="list-style-type: none">• Chrome™ OS 57+• Google™ Chrome™ 58+	<ul style="list-style-type: none">• Acer® Chromebook 15 C910• Dell™ Chromebook 11• Chromebook Pixel

Minimum Bandwidth

Access to an Edgenuity Media Appliance is unavailable over a mobile data connection. Mobile data usage will average 110 MB per lesson. Semester courses consist of approximately 40-50 lessons.

Activity	Bandwidth Average	Bandwidth Peak	Average Download per Activity
Vocabulary	40 kbps	480 kbps	2.1 MB
Warm-up	728 kbps	22.4 mbps	11 MB
Instruction	856 kbps	47.5 mbps	73 MB
Online Content	200 kbps	3 mbps	10 MB

- ✘ Edgenuity Courseware runs on a web-based platform. Use of school Wi-Fi with an Edgenuity Media Appliance is recommended.
- ✘ Without access to an Edgenuity Media Appliance, 2 Mbps per concurrent user is recommended when using mobile devices.

Compatibility

- ✘ Smart phone and smart watch devices are not supported by Edgenuity.
- ✘ A small number of courses require third-party software installation and are not supported on Chromebooks. A list of non-compatible courses is included for your reference within this document.
- ✘ Secure Station, an Edgenuity feature that allows educators to limit user access to certain computers, utilizes Java® and is not compatible with Chromebooks.
- ✘ Districts can use the IP Registry feature to regulate which IP addresses are approved to take assessments. Since this feature does not require a Java plugin, it is a mobile friendly solution.

PLEASE NOTE

Example devices listed above have been tested to be functional when using Edgenuity. Other devices not listed may be used providing they meet the minimum requirements.

Windows based tablets and the Windows RT operating system is fully supported by Edgenuity when using Edgenuity 3000+ series courses. Please reference the Minimum System Requirements document for additional information.

Android™ tablet and iPad® minimum system requirements and course compatibility information is located within the Android Tablet and iPad Usage Overview document.

PO18002488

COMPASS MAINTENANCE AGREEMENTS
[X] APPROVED

80145-COPY

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 8/11/17
Contact Name (Person Overseeing the Contract): Michael Wingate Telephone Number: 529-2613
School/Department Submitting Contract: C+I
Vendor Name: Edgenuity (compass)
Contract Title: Edgenuity
Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐
Date Original Contract Approved: Prior Year's Pricing:
Contract Term: 1 year - 9/1/2017 - 8/31/2018 Renewal Option(s):
Contract Cost: \$57,500 Payment Schedule (Are the payments made monthly, when task is finished, etc.): 0100.5100.0369.9007.1118
Funding Source: See copy of 2016-17 PURCHASER ORDER (SEE COPY ATTACHED)
Strategic Plan Tie-in Explanation: THIS PROGRAM UTILIZES A SOFTWARE PROGRAM FOR CREDIT RECOVERY IN "DROP-OUT-PREVENTION" CLASSROOMS AND AS A RESOURCE FOR TEACHERS AND STUDENTS. THIS PROGRAM GAVE FROM ELEMENTARY SCHOOL TO HIGH SCHOOL. THE PROGRAM HAS BEEN IN PLACE FOR 8 YEARS
Background/Discussion/Research/Alternatives: THE DISTRICT IS POSSIBLY IN THE LAST YEAR OF A RELATIONSHIP WITH EDGENUITY (COMPASS).
RECEIVED
AUG 13 2017

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

- [X] Completed Contract Review Form
- [X] Original Contract and all Terms & Conditions that apply with the Contract
- [X] SIGNED SBCC Addendum A *
- [X] Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.]

If more space is needed, please attach Word document.
PURCHASING

This is a software program.

Add: Insured COI to follow

Approvals

Comments

Superintendent:	Approved	Denied	
Review Date:			
District Attorney:	Approved	Denied	*Note T/C links in Edgenuity Standard T/C
Review Date:			
Information & Technology:	Approved	Denied	
Review Date:	8/31/17		
Finance:	Approved	Denied	has \$ on 0100.5100.0369.9007.1118
Review Date:	8/29/17		BTS Proj 1110
Insurance Certificate:	Approved	Denied	Received 10/6/17
Review Date:	8/29/17		Please review 10/6/17
Purchasing:	Approved	Denied	Edgenuity acquired Compass, Now
Review Date:	8/29/17		Terms/Conditions are under Edgenuity

Thus New T/C-Thus New Review Quote, T/C, plus Attachments C.D.E incorporated and Prevail.



Staefe, Bertha <bertha.staefe@myoneclay.net>

Response to Questions Regarding Edgenuity Standard Terms and Conditions - Attachment A (Third Party Terms)

1 message

Tammy Wilder <Tammy.Wilder@edgenuity.com>

Fri, Aug 25, 2017 at 3:10 PM

To: "michelle.larson@myoneclay.net" <michelle.larson@myoneclay.net>

Cc: Mike Donello <Mike.Donello@edgenuity.com>, "michael.wingate@myoneclay.net" <michael.wingate@myoneclay.net>, "bertha.staefe@myoneclay.net" <bertha.staefe@myoneclay.net>

Ms. Larson,

** T/c links email from Contract Review #180145*

My name is Tammy Wilder, Corporate Counsel for Edgenuity. Per Mike Donello's request, I am writing in response to your email below.

Attachment A to Edgenuity's Standard Terms and Conditions ("Terms") contains text that Edgenuity is contractually bound to include in its end user contracts. The terms generally provide information to our customers but do not create obligations greater than those agreed to by our customers in our Terms (specifically Section 2(a), Section 7, Section 4 and Section 10(b)).

The web links listed in section 1(d) of Attachment A point to the site where our customers may view the licenses under which Edgenuity is granted permission to incorporate the product as some component/element of Edgenuity's services/products. Again, neither of the licenses by which Edgenuity is granted permission to create derivate works create responsibilities for our customers greater than those in Edgenuity's Terms as specifically noted above.

Generally, Florida schools use our Terms with any forms required for Board approval. I hope this information is helpful. Please let me know if you have any other questions or concerns.

Respectfully,

Tammy Wilder | Corporate Counsel

✉ tammy.wilder@edgenuity.com | ☎ 480-423-0118 (ext. 1040) | Edgenuity®

Begin forwarded message:

From: "Larson, Michelle" <michelle.larson@myoneclay.net>

Date: August 25, 2017 at 8:39:46 AM CDT

To: Mike Donello <Mike.Donello@edgenuity.com>