

**VIRTUAL INSTRUCTIONAL PROGRAM [“VIP”]  
AGREEMENT**

This Agreement for services (“Agreement”) made and entered into by and between Edgenuity, Inc. (Hereafter referred to as “Provider” or “Edgenuity”) having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ 85250; and The School Board of Sarasota County, Florida (Hereinafter “Sarasota County Schools” or “BOARD”) located at 1960 Landings Blvd., Sarasota; FL.

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.

Provider desires to enter this Agreement as a Virtual Instructional Provider [“Provider”] for Sarasota County Schools. The parties by their authorized representatives have entered into this Agreement as of the 1<sup>st</sup> day of July, 2014 (the Effective Date”).

BOARD elects to participate in the following options to meet the Virtual Instructional Program (VIP) requirements for its resident students in accordance with the terms of section 1002.45 Florida Statutes; expressly, Edgenuity represents that all curriculum provided complies in all material respects to the Florida Next Generation Sunshine State Standards-Common Core State Standards for each grade level and subject. All courses included detailed assessments to ensure student mastery of Florida requirements. Details about the assessments are available from the Florida Department of Education.

Sarasota County Schools and Provider agree to the terms and conditions contained within Attachment A (Scope of Work); Attachment B Provider Curriculum and Instructional Services FL VIP Pricing (Legal and Payment Terms); Attachment C (Detailed Curriculum Plan); Attachment D (Schedule of Reporting); all Attachments above are hereby incorporated by this reference and made part of this Agreement.

This contract shall be effective upon signing by both the BOARD and Provider, and shall replace any other agreements previously between the parties as to a virtual school program.

Accepted by **EDGENUITY, Inc.**  
a Nevada corporation

Accepted by the School Board of  
Sarasota County, Florida

X \_\_\_\_\_

X \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for Legal Content  
May 17, 2014, by Matthews Eastmoore, Attorneys for the  
School Board of Sarasota County, Florida,  
Signed: ASH

# ATTACHMENT A

## Scope of Work

The Virtual Instructional Provider (“Provider”) is to provide instructional services [“Virtual Instructional Program”] to the Sarasota Virtual School (“Virtual School”) that is a free, full-time 180 day online instructional program to eligible students during the 2014/2015 school year. Funding will be based on the regulations established by the Florida Department of Education in accordance with the §1002.45 Florida Statutes. Provider will provide for each enrolled student all necessary online courseware and instructional support as defined through any guidelines established by this joint written agreement between the BOARD and Provider. All instructional staff will be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Charter §1012, Florida Statutes. Provider will ensure all employees and contracted personnel undergo background screening as required by §1012.32, Florida Statutes, using state and national criminal history records and will provide to the Board a list of instructional employees assigned to students enrolled in the Virtual School; the course names/subject areas each assigned instructional employee will deliver instruction to students enrolled in the Virtual School; and the Department of Education Number and certification area for each instructional employee assigned to Virtual School students. If additional background checks are required by the Board, the Board will indicate so in writing to Provider. All curriculum and course content will substantially align to Florida’s Next Generation Sunshine State Standards-Common Core State Standards. Provider agrees to comply with any established student progression plans, student calendars and other standard policies to support the Virtual School in compliance with applicable Florida Statutes. As required in §1002.45, Provider will follow the detailed curriculum plan provided in **Attachment C** that illustrates how services will be provided to students and how they will be measured for attainment of proficiency in the Next Generation Sunshine State Standards-Common Course State Standards for each grade level and subject.

Provider and the BOARD shall each designate a project representative. All BOARD and Provider personnel assigned to participate on their behalf shall be knowledgeable in their assigned areas of responsibility. Each party has the right to determine the assignment and re-assignment of its personnel. Provider’s obligations under this Agreement may be performed by divisions, subsidiaries, or affiliates of Provider. With the consent of the BOARD, Provider also may engage the services of independent contractors or subcontractors selected by Provider to assist Provider in the performance of its duties hereunder.

For full-time instructional services, Provider will report the successful completion of courses to the BOARD and it is the BOARD’s responsibility to confirm that a student has satisfied the requirements for graduation in §1003.428, §1003.429, or §1003.43. Provider will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Preliminary survey data will be sent to the Virtual School two weeks prior to a Date Certain for survey periods 2 and 3 to allow enough time for students’ schedules to be entered into a school district’s Student Information System prior to a Date Certain. Immediately following a Date Certain, a report showing ONLY the changes will be sent to the Virtual School. **Attachment D** is an illustrative schedule of reporting based on the 2014/2015 school year.

## Role of the Board

1. The BOARD will be responsible for and manage all day-to-day operations of the Virtual School, subject in all cases to compliance with applicable law and BOARD policies.
2. The BOARD will assign Virtual School students to school-number 7001 under the appropriate Provider by code, and other actions required by the Florida Department of Education.
3. The BOARD will verify all enrolled students are residents of Sarasota County Schools, within the boundaries subject to the BOARD.
4. The BOARD agrees to provide appropriate accommodations in which to administer state-mandated standardized testing. The BOARD shall also be responsible for receiving, distributing, administering, proctoring and returning all state-standardized tests in accordance with documented state law, policies and procedures.
5. The BOARD shall provide any required services to support a student's Individual Education Plan [IEP], consistent with the legal requirements for serving students with special needs in the Virtual School, and shall be responsible for compliance with all applicable state and federal laws and regulations regarding exceptional student services and Individual Education Plans (IEPs). Additionally, the BOARD shall be responsible for all costs associated with compliance. If the BOARD is utilizing instructional services, Provider shall make its staff available, as needed for any IEP meetings and work with appropriate personnel to ensure that provisions of a student IEP that relate to Provider staff, systems or curriculum are implemented to the fullest extent possible.
6. The BOARD will manage the student admissions process, consistent with BOARD policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
7. The BOARD will create and manage all marketing and promotional materials, collateral, advertisements or solicitations associated with recruiting, registering, and orienting students to the Virtual School.
8. The BOARD will provide administrators and/or counselors to provide student and/or parent counseling/administrative support as needed.
9. The BOARD will designate to Provider a BOARD Liaison to act for the BOARD in all matters pertaining to this Agreement, Liaison to be authorized to accept and approve all deliverables and invoices.
10. The BOARD will accept standard publications of Provider for all compliance and documentation purposes, (i.e. program guide for information and data about the curriculum, student handbook)
11. The BOARD will report to the state for payment for all students served under this Agreement, as reported to the BOARD by Provider.
12. The BOARD will to pay Provider in accordance with Attachment B and detail the source of funding.

13. The BOARD will provide information to parents and students about their right to participate in a Virtual Instruction Program.
14. The BOARD will provide diploma for graduating seniors.
15. The BOARD is responsible for all activities of Users and for the compliance of all Users with all terms of this Agreement with regards to their own technology and data.
16. The BOARD shall be responsible for Administrative Services, meaning all day-to-day management of the Virtual Program(s) if The BOARD is utilizing Instructional Services, subject in all cases to compliance with applicable Law and School Policies.

### **Role of Provider**

1. Provider will provide all students with virtual access to teachers and/or coaches (hired, trained, supervised, and paid by Provider) during reasonable business hours, who will assist in the virtual delivery of Provider's content to students. Each teacher shall be lawfully allowed to teach the grade and subject matter that teacher provides services under this Agreement and will be appropriately certified under applicable laws.
2. The Provider will provide an English Language Learner [ELL] certified teacher for students requiring ELL education that will meet all ELL eligibility requirements, unless otherwise agreed by both parties in writing. Provider may make recommendations for ELL accommodations within the Provider courses or offer other services and elective courses to meet this need.
3. Provider will plan and arrange online orientation sessions for students and their parents regarding the courseware and instructional model(s).
4. Provider will monitor the software equipment and systems for the operation of the Virtual School 24 hrs each day/7 days each week for each week of the year. Provider shall also provide technical support to students, parents of students, and teachers with respect to their access to and use of the Virtual School.
5. Provider will select, deploy, and deliver all software, equipment, and systems deemed necessary by Provider in its reasonable discretion for the delivery of Provider Content pursuant to this Agreement and for the performance of its other obligations hereunder; provided, however, that Provider shall not be required to provide any software or equipment necessary for students to view, perform or receive Provider's content, including but not limited to lap top computers or personal computers.
6. Provider will, to the extent required by applicable law and validated and approved by the Board, if the Board shall have additional requirements beyond the applicable law (such additional requirements shall be explicitly detailed in writing by the BOARD and provided to and agreed upon by Provider), perform or cause to be performed or ensure that such background checks have been

performed on its employees and agents engaged in the delivery of Provider's content or the performance of Provider's Services in compliance with district policies and state law.

7. Provider will ensure that its Content complies with applicable state and local Laws.
8. Designate an individual to serve as the program coordinator with respect to the Virtual School (the "Customer Relations Specialist"). Provider may change the identity of the Customer Relations Specialist from time to time upon reasonable notice to BOARD. The Customer Relations Specialist will serve as the primary point of contact for all communications with the BOARD related to the Virtual School and for coordinating efforts necessary for the fulfillment of Provider's obligations specified in this Agreement with respect to the Virtual School.
9. Provider shall provide Deliverables as defined in this Agreement and also as described by any attachments attached hereto and incorporated herein by this reference, to include but not limited to instructional tools and supplies, instructional materials, and computer hardware and software as are necessary to deliver the product, but will retain ownership of all such Deliverables.

#### 10. SOFTWARE

A. **Access.** During the applicable License Period, and subject to (1) Board's timely payment of all Fees due under this Agreement, and (2) Board's compliance with all of the other terms and conditions of this Agreement, Edgenuity will house the Software on its data center servers and will use commercially reasonable efforts to make the Software available (subject to routine or required maintenance periods) to BOARD and its Users via the internet twenty-four (24) hours a day, seven-(7)-days-a week. Such efforts shall include providing BOARD with certain user IDs and passwords ("Passwords") for use by BOARD in gaining access to and use of the Software. All access rights for BOARD and its Users will be via the worldwide web using a browser and internet connection compliant with the Edgenuity Recommended Hardware Configurations and any other system requirements provided by Edgenuity to BOARD in connection with the Quote, and shall be subject to the limited licenses granted below and the other terms and conditions of this Agreement.

B. **Acceptance.** All Software will be deemed accepted by BOARD upon the availability to BOARD of access to the Software, and BOARD waives any right to revoke acceptance thereafter.

#### 11. SOFTWARE MAINTENANCE.

A. **Delivery.** During the applicable License Period, and subject to BOARD's timely payment of all applicable Fees and BOARD's compliance with all of the other terms and conditions of this Agreement, Edgenuity will use commercially reasonable efforts to provide BOARD with Software Maintenance to the extent provided in the Quote.

B. **Acceptance.** Software Maintenance will be deemed accepted by BOARD upon the availability of Software Maintenance to BOARD, and BOARD waives any right to revoke acceptance thereafter.

C. **Updates.** From time to time, Edgenuity may develop or license updates, upgrades, bug fixes or modifications to the Software ("Updates"). If BOARD is receiving Software Maintenance from Edgenuity on the general release date of an Update, Edgenuity will provide BOARD with the Update and any related Documentation at no additional charge to BOARD. Otherwise, Edgenuity has no obligation to provide BOARD with any Updates or any related Documentation. Access to and use of

any Update or Documentation provided hereunder shall be subject to all of the terms and conditions that apply to the related Software.

D. **Limitation.** Edgenuity shall have no obligation to provide any maintenance or support of any kind with respect to any hardware or software product other than the Hardware and the Software stated in the quote.

12. BOARD hereby acknowledges and agrees that all applicable BOARD provided access, to include but not limited to student access, to the Software meets the Provider Recommended Configurations required for BOARD's operation and use of the Software pursuant to this Agreement, and that the Software may not operate with BOARD Technology that does not comply with the Provider Recommended Configurations.

## Mutual Responsibilities

1. Cooperate in the creation of any reports that are not specifically described in other sections of this Agreement that may be required under applicable law (e.g., pursuant to state or federal audit). The Parties also shall cooperate in complying with any third-party audits of the finances or operations of the Virtual School that may be required under applicable law.
2. Cooperate with the other Party in a professional, diligent, and courteous manner in connection with the performance of the other Party's obligations under this Agreement, including complying with any reasonable request of the other Party to furnish to the other Party all technical matter, data, information, and knowledgeable personnel, to the extent necessary for the performance of the other Party's obligations under this Agreement.
3. In a manner consistent with the Florida Public Records law and FERPA, Provider and the BOARD each (the "Receiving Party") agrees to hold Confidential Information of the other party (the "Disclosing Party") in strictest confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever, except as authorized by this Agreement or in connection with the Receiving Party's obligations under this Agreement. The Receiving Party shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as the Receiving Party takes to protect its own Confidential Information.
4. "Confidential Information" means any information relative to the Disclosing Party, 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 Receiving Party as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the Receiving Party;
  - (iii) was independently developed by the Receiving Party without the use of any of the Disclosing Party's Confidential Information;

- (iv) was subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party 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, wither machine or use readable.

Provider’s Confidential Information includes the contents of any Provider Licensed Content, Quote, the Software, the Documentation, the Deliverables, Copyright Materials, and Trade Secret Materials. The BOARD’s Confidential Information includes the BOARD Data.

The Receiving Party may disclose Confidential Information or Confidential Materials only to Receiving Party’s employees, agents, and consultants who have a “need to know” such information, and who have agreed, in writing, to protect the confidentiality of the Confidential Information and the Confidential Material to the same extent as provided in this Agreement. If the Receiving Party is forced to disclose any Confidential Information or Confidential Materials of the Disclosing Party by order of a court or other legal authority, or by operation of law, the Receiving Party will, to the extent legally permitted, give the Disclosing Party prompt notice thereof and will provide the Disclosing Party a reasonable opportunity to prevent such disclosure.

The Receiving Party shall notify the Disclosing Party immediately upon the discovery of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information or Confidential Materials, and will cooperate with the Disclosing Party in every reasonable way to assist the Disclosing Party in regaining possession of the Confidential Information or Confidential Material and in preventing its further unauthorized use or disclosure.

Promptly upon the Disclosing Party’s request, the Receiving Party shall return to the Disclosing Party all originals, copies, reproductions, and summaries of Confidential Information and Confidential Materials, or, at the Disclosing Party’s option, certify the destruction thereof.

The Receiving Party’s disclosure or use (or threat to disclose or use) any Confidential Information of the Disclosing Party in breach of this Agreement will cause immediate and irreparable harm to the Disclosing Party and the Disclosing Party shall be entitled to immediate injunctive relief against any actual or threatened violation, in addition to any of its other rights and remedies.

This Agreement does not transfer to the Receiving Party any title to or ownership rights in any of the Disclosing Party’s Confidential Information.

**ATTACHMENT B**

<b>Edgenuity Curriculum and Instructional Services FL VIP Pricing</b>	
Edgenuity Instructional Services is a FL VIP approved provider and offers schools and districts the flexibility to partner with Edgenuity to provide instructional teaching services and courseware to support their Florida VIP program needs. A comprehensive FL VIP course list is provided. All teachers are highly qualified FL certified teachers.	
<b>Instructional Services Program Options</b>	<b>Pricing</b>
<b>Course enrollment options - includes courseware and FL certified teacher</b>	
Teaching Services - full-time enrollment (per semester)	<b>\$ 2,000</b>
<b>Teaching Services - per semester course enrollment</b>	
None	
<b>Teaching Services - full-time semester enrollment - per semester</b>	
<ul style="list-style-type: none"> <li>• This service provides full-time students with up to 6 Edgenuity semester courses for a 5 month enrollment period and an academic support team comprised of highly qualified and certified instructors, concept coaches, and success coaches.</li> <li>• Instructors augment course content via remediation, modification and enrichment through web meetings, virtual office hours, and email communication. Instructors also grade course assignments and projects.</li> <li>• Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science</li> <li>• The academic support team monitors student progress and proactively communicates with students, parents, and school staff.</li> <li>• The full-time student will also receive a dedicated Success Coach. The Success Coach is a mentor who provides guidance for students enrolled full-time in online Edgenuity courses. They provide orientation services for students and parents, create individualized learning plans with students, monitor overall student progress and attendance, and partner with the entire academic support team and school to ensure students are on track and successful in their courses.</li> </ul>	
Drop/Add Policy - 14 calendar days.	
Some career-ed courses require additional software purchases; tech specifications and required software lists are available.	
AP courses require additional book purchase as required by College Board - AP course prices have a different schedule due to fluctuating book costs – please contact your account rep for an updated AP price sheet for FL VIP.	



## Legal Terms and Conditions and Payment Terms

### PAYMENT TERMS:

#### I. PAYMENT SCHEDULE

- Payment is based on course completion and will be prorated based on fractional completion of courses on a semester basis – each semester course is 1/12<sup>th</sup> of the total full year enrollment.
- Invoice for fall semester will be generated on **February 1, 2015** and is due on or before **February 28, 2015**. Invoice will be based on fall semester reconciliation for all full-time students and their courses based on completion less all prior payments made by BOARD.
- Invoice for spring semester will be generated on **July 1, 2015** and is due on or before **July 30, 2015**. Invoice will be based on spring semester reconciliation for all full-time students and their courses based on completion less all prior payments made by BOARD.

#### II. FEES AND PAYMENT

- A. Fees. BOARD agrees to pay all Fees. Except to the extent expressly provided in the Quote or in this Agreement, all Fees are non-cancellable and non-refundable, including (i) any Fees related to any Software or any other Product, (ii) any Fees related to any Professional Services, including Training Services and (iii) any fees related to any Instructional School Services. Amounts due for Products and Services are based on access to the Products and Services and are not dependent on actual usage, nor are they contingent upon delivery of any future functionality or features. Accordingly, and without limiting the generality of the first sentence of this section, in the event of any expiration, termination, renewal, account change or modification, or any other circumstance, BOARD shall have no right to the cancellation or refund of any Fees paid or payable for any Products and/or Services based on BOARD's lack of use or implementation of the Products or Services, including any Unused Training Services.
- B. Invoicing and Payment. Unless otherwise provided in the Quote, all Fees (including any Fees for any Products or Services) may be invoiced upon the Effective Date, and BOARD agrees to pay the net amount of each invoice, without offset or deduction, within 45 days after the invoice date. If any amount is not paid upon the due date, then Provider shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the due date.
- C. Taxes. Except to the extent that BOARD provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority, Provider will invoice BOARD for, and BOARD agrees to promptly 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 this Agreement (except for any Provider income or employee taxes).

- III. FULL-TIME PROGRAM – District will be invoiced monthly at \$400 per active full-time student (\$4,000 per year divided by 10 months) or a pro-rated amount based on courses taken on a semester basis - each semester course is 1/12<sup>th</sup> of the total full year enrollment. The District will have net 30 terms on each month's invoice. An active student enrollment roster will be included with each invoice.

## LEGAL TERMS:

### I. TERM

This Agreement shall be effective on the Effective Date and shall continue in full force and effect for a period of one (1) academic school year, i.e. 2014/2015, and shall be terminable in accordance with this Article, with the option of one year renewal after written acceptance and approval from both parties.

### II. TERMINATION

1. **Termination** – This Agreement may be terminated before its expiration as follows:

- a) both parties agree in writing to the termination; or
- b) Either party may terminate this Agreement at any time with ninety (90) days prior written notice to the other party for cause.
- c) Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party.
- d) Upon termination, the non-breaching part shall be entitled to seek any remedies to which it shall be entitled by law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a materially adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiated and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve the Board of any obligations for payments outstanding to Provider as of the date of termination and does not relieve either party of any obligations that continue upon termination.
- e) Edgenuity reserves the right to change the prices set forth in any Order no more often than once per renewal term (if any). Edgenuity will provide written notice of any price increase to the Board at least ninety (90) days prior to the start of the renewal term (if any) for which it would be applicable. The Board may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current term or renewal term (if any).

2. **Effects.** Termination or expiration of this Agreement shall not relieve The BOARD of any obligation to pay any Fees payable to Provider prior to the Effective Date of the termination or expiration. In addition, the exercise of the right to terminate this Agreement shall be in addition to any other right and remedy provided in this Agreement or existing at law or in equity that is not otherwise excluded or limited under this Agreement.

**III. WARRANTY**

Provider warrants that the services will be performed in a professional and workmanlike manner in accordance with industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND PROVIDER MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE SITE OR CONTENT AND/OR SOFTWARE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. PROVIDER OFFERS NO WARRANTIES WITH RESPECT TO THIS AGREEMENT. PROVIDER DOES NOT WARRANT THAT USE OF THE SITE OR CONTENT AND/OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**IV. THE BOARD REPRESENTS AND WARRANTS TO PROVIDER THAT:**

- i. The BOARD has the full power and authority to execute, deliver and perform under this Agreement;
- ii. This Agreement is valid, binding, and enforceable against the BOARD in accordance with the terms herein, no provision requiring its performance is in conflict with the BOARD's obligations under any other agreement, and the BOARD is not subject to any law prohibiting its execution or performance of this Agreement;
- iii. With respect to the performance of the BOARD's obligations under this Agreement, the BOARD will comply with, and will cause each of its employees, agents, and contractors to comply with, all laws applicable to its performance under this Agreement;
- iv. That it will not use, and nor allow any of its students, or any third party, to use, Provider's Licensed Content or any Provider Service in a manner that is, or that potentially is, (i) illegal, (ii) a legal risk to Provider, (iii) degrading to the quality, goodwill, reputation of Provider, its business, or its products or services, or (iv) a violation of any of the terms and conditions of this Agreement; and
- v. The BOARD shall be responsible for all of the acts and omissions of all of its past and present employees, agents, and contractors under or in connection with this Agreement, and for their compliance with the requirements and other terms and conditions of this Agreement.

**V. INTELLECTUAL PROPERTY**

1. The Board acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs and materials and any and all derivatives thereof (collectively, Works) made available to the Board pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and Provider owns all rights, titles and interests in and to the Works.
2. The Board acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein.
3. Except as expressly authorized in writing by an officer of Provider, the Board agrees to not sell, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Works.

4. The Board will not act or permit any action that would impair Provider's rights in the Works.
5. The Board agrees not to:
  - a) Disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code or trade secrets embodied in the Works (or any portion thereof);
  - b) Distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source;
  - c) Embed or incorporate in any manner the Works (or any element thereof) into other applications of the Board or third parties;
  - d) Use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws;
  - e) In any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works;
  - f) Remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of Provider displayed on any portion of the Works.
  - g) Send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights;
  - h) Intentionally send or store any viruses, worms, time bomb Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs;
  - i) Interfere with or disrupt the integrity or performance of the Software or the data contained therein;
  - j) Attempt to gain unauthorized access to the Licensed Content or its related systems or networks;
  - k) Publicly display or publicly perform the Licensed Content without Provider's prior written consent;
  - l) Remove or alter any proprietary notices or marks on the Licensed Content; or
  - m) Without the written consent of Provider, provide any documentation referencing any Licensed Content in response to a FOIA or similar request.
6. The Board shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. The Board acknowledges that in the event the Board breaches any provision contained in this paragraph, Provider's interests will be irreparably injured, the full extent of the Provider's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. The Board agrees that the Provider will be entitled to enforce this Agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.
7. License. Conditioned upon the BOARD's compliance with the terms and conditions of this Agreement, Provider grants to the BOARD and its Users a nonexclusive, nontransferable, and limited license to access (by use of a Password) and use, solely for internal education-

related and training-related purposes of the BOARD and its Users (and in no event for providing services or assistance to any other parties, including any other educational institutions), the Software, Documentation, Provider's Licensed Content, Copyright Materials, Trade Secret Materials. Virtual School Marks and Work Product (collectively the "Licensed Content") for which the BOARD has paid the applicable Fees, subject to and in accordance with the following terms:

8. Concurrent User Licenses ("CULs") are required for each concurrent user session, and Single User Licenses ("SULs") are required for each single user session. Both CULs and SULs must be purchased from Provider prior to use. In the event that the BOARD purchases Instructional Services, unless otherwise stated, all Instructional Services Fees include all necessary software licenses.
9. Software is in "use" on a computer when it is loaded in part or in whole into the temporary memory (i.e., RAM). The Software may be utilized on an unlimited number of computers, provided, however, that the number of allowed concurrent or single use sessions is limited to the number of CULs or SULs purchased. Installation or use on a network server, a terminal server, or an emulator of any type is not supported and is not allowed.
10. Solely with respect to Documentation, the BOARD may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies are used only for the BOARD's internal educational and training purposes and are not republished or distributed beyond the BOARD's premises.
11. Provider may require the BOARD and its Users to agree (via a separate agreement, such as a "click-accept" agreement) to reasonable terms of use and restrictions as a condition of their initial access to the Software.
12. Ownership. This Agreement grants a license, not a transfer of title, to the Licensed Content and Software. All title, ownership rights, and rights in the Licensed Content (including any images, "applets", animations, video, audio, and text incorporated in the Software) and Software is owned by Provider or its suppliers or licensors, and, subject to the limited rights expressly granted to the BOARD and its Users under this Agreement, Provider and its suppliers and licensors hereby expressly retain and reserve all rights, title, and interest in and to the Licensed Content and Software, including all related patents, copyrights, trademarks, trade secrets, and other intellectual property rights.
13. THE BOARD'S DATA AND TECHNOLOGY. The BOARD hereby grants to Provider a nonexclusive, royalty-free license to access and use BOARD Technology during the Term solely for the purposes of performing Provider's obligations under this Agreement.
14. WORK PRODUCT AND VIRTUAL SCHOOL MARKS. The BOARD agrees that no copyrightable aspects of the Work Product or any Virtual School Mark shall be considered "work made for hire" within the meaning of the Copyright Act of 1976, as amended, and The BOARD hereby assigns to Provider exclusively all right, title, and interest in and to all intellectual property rights in and to such Work Product and Virtual School Marks that The BOARD may have or obtain. The BOARD acknowledges that the parties do not intend The BOARD to be a joint author of the Work Product or the Virtual School Marks within the meaning of the Copyright Act of 1976, as amended, and that in no event shall The BOARD be deemed a joint author of

the Work Product or the Virtual School Marks. The BOARD agrees to execute and deliver any additional documents and instruments, and take any other actions that may be necessary or requested by Provider to give effect to the provisions of this Section.

Provider warrants that as to each Deliverable produced pursuant to this Agreement, Provider's production of the Deliverable and the BOARD'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. §102-105 and to each exclusive right established in 17 U.S.C. §106. To the best of Provider's knowledge, in furtherance of this provision, Provider warrants that:

- i. As to each work of software or other "information technology" as identified in §287.012(15), Florida Statutes, in which copyrights subsist, Provider has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce Deliverables.
- ii. As to each image and sound recording incorporated into a Deliverable, Provider has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.

#### **VI. Third Party Software**

1. **General.** The BOARD acknowledges and understands that the Hardware and the Software may include Third Party Software. If the Hardware or Software, or any aspect of the Quote, includes Third Party Software or other intellectual property owned by a third party, such software or other intellectual property is provided by Provider to The BOARD subject to any applicable copyright(s) and user license(s), the terms and conditions of which may be set forth in a license agreement accompanying such software or other intellectual property. Nothing contained herein shall be construed to grant any rights or license to use any Third Party Software or other third party intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

2. **ExploreLearning Gizmos™.** Without limiting any of the provisions of subsection 1 above, access to and use of any ExploreLearning Gizmos™ ("Gizmos") provided by Provider (whether included in or incorporated into any Provider Software, or otherwise) shall be subject to the following terms:

Neither The BOARD nor any of its Users are authorized to access or use any Gizmos, except: (i) Users who are students and who are authorized by The BOARD to access and use the Provider Software that includes or incorporates the Gizmos; and (ii) 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; and

Gizmo may only be used in connection with the Provider Software with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software.

The BOARD understands and agrees that any access to or use of any Gizmo provided by Provider by The BOARD or any of its Users in contravention of the foregoing terms constitutes a material breach of this Agreement, and that if The BOARD desires to use a Gizmo in a manner that is not authorized by this Agreement, it is solely the responsibility of The BOARD (and not of Provider) to obtain authorization for such use from the appropriate third party.

3. **Middlebury Interactive Services (MIL) Powerspeak™.** Without limiting any of the provisions of subsection 1 above, if this agreement includes Middlebury Interactive Services (MIL) products, such as Powerspeak, The BOARD acknowledges that with the use of MIL's products, the The BOARD is subject to MIL's terms and conditions. For further information, please refer to MIL's terms and conditions which can be found online at:

<http://middleburyinteractive.com/index.php/faqs/terms-of-use>.

The BOARD understands and agrees that any access to or use of MIL products provided by Provider by The BOARD or any of its Users in contravention of the foregoing terms constitutes a material breach of this Agreement, and that if The BOARD desires to use a MIL Product(s) in a manner that is not authorized by this Agreement, it is solely the responsibility of The BOARD (and not of Provider) to obtain authorization for such use from the appropriate third party.

4. **Education Testing Services (ETS) e-rater® Scoring Service.**

a). *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.*

*The user understands and agrees that the e-rater® Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. 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 e-rater® Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose.*

**b). 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 BOARD 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.**

**c). License to Use Essays Submitted**

*With regard to essays submitted to the site, you hereby grant to ETS a non-exclusive, royalty-free, perpetual, 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 papers. This license shall survive the termination of any license granted herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.*

5. **Sophia® Learning Inc.**

*If this Agreement includes any Sophia Learning Inc. courses for use, the following language applies to any such purchase or use, "Client agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."*

**VII. AUDITS.**

This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. The Board shall maintain books and records in connection with its use of the non-hosted courses for the Term of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. Provider or its representatives may audit the relevant books and records of the Board during the Term of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at the Board's facilities and shall not unreasonably interfere with Provider's business activities. Audit shall be conducted no more than once annually. If an audit reveals that the Board has underpaid fees due to Provider or its affiliates, all such fees shall be paid immediately, together with interest at the rate of prime plus one (1%) percent; and in the event such underpayment is in excess of the five (5%) percent of the total owed to Provider or its Affiliates for any given audit period, then the Board shall, in addition, reimburse to Provider or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) Provider or its Affiliates may monitor actual usage of the courses, and (ii) at periodic intervals designated by Provider or its Affiliates in accordance with its then current practices, may request that the Board deliver to Provider or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

**VIII. INTENTIONALLY BLANK**

**IX. INDEMNIFICATION AND LIMITATION OF LIABILITY**

To the extent permitted by law, Virtual Instruction Provider agrees to indemnify and hold District, its Board Members, officers, employees and agents harmless from all liability, claims and demands arising from any suit, claim, charge or proceeding brought in connection with or related to Virtual Instruction Provider's operation or conduct of any of Virtual Instruction Provider's employees, agents or representatives except to the extent such Claims arose out of the actions or omissions of the Board and subject to the conditions precedent that a) the Board provides written notice to Provider within thirty (30) days of its receipt of the Claim and b) the Board permits Provider to assume the control and defense of the Claim with counsel selected by Provider. This provision will not be deemed a relinquishment or waiver of any applicable limitation of liability and sovereign immunity available to Virtual Instruction Provider or District under law. This paragraph shall survive termination of the contract. **IN NO EVENT SHALL PROVIDER'S LIABILITY TO THE BOARD AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HERewith EXCEED THE AMOUNT PAID BY THE BOARD TO PROVIDER HEREUNDER, IN NO EVENT SHALL PROVIDER BE LIABLE TO THE BOARD, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA),**



WHETHER FORESEEABLE OR NOT AND WHETHER PROVIDER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, the Board agrees to defend, indemnify, and hold harmless Provider and its affiliates and all of their employees, contractors, officers and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including but not limited to court costs and attorneys' fees, that arise out of or in connection with any acts or omissions of the Board related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of acts or omissions of Provider subject to the conditions precedent that a) Provider provides written notice to the Board within thirty (30) days of its receipt of the Claim and b) Provider permits the Board to assume the control and defense of the Claim with counsel selected by the Board. This provision will not be deemed a relinquishment or waiver of any applicable limitation of liability and sovereign immunity available to Virtual Instruction Provider or District under law. This paragraph shall survive termination of the contract. IN NO EVENT SHALL BOARD'S LIABILITY TO THE PROVIDER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY THE BOARD TO PROVIDER HEREUNDER, IN NO EVENT SHALL BOARD BE LIABLE TO THE PROVIDER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER BOARD IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**X. MISCELLANEOUS.**

- a. **Non-Solicitation.** During the Term and for a period of one (1) year thereafter, the BOARD shall not, either directly or indirectly, solicit, make offers of employment, hire in any capacity, or accept any services or work from any employees, contractors, or consultants of Provider who are associated (either directly or indirectly) with the performance of Instructional School Services [as defined below] under this Agreement, without Provider's prior written consent. In the event that the BOARD breaches the foregoing restriction, then, in addition to any other rights or remedies of Provider, the BOARD shall pay to Provider, as liquidated damages and not as a penalty, within thirty (30) days of receipt of a notice of breach, a sum equal to two (2) years of salary or fees that Provider would reasonably expect to pay to such employee, contractor, or consultant but for such breach.
- b. **Force Majeure.** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute [except for disputes of the party seeking protection under this clause], governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

- c. **Relationship of the Parties.** Provider is an independent contractor with respect to the BOARD. Neither party is, nor shall be considered to be, an employee, agent, distributor, partner, joint venturer, nor representative of the other party, and neither party shall have the authority to act on behalf of or in the name of the other party, or to bind the other party in any manner whatsoever.
- d. **Injunctive Relief.** Provider shall have the right to seek injunctive or pre-judgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement, or unauthorized disclosure of Provider's Confidential Information or intellectual property rights. No Federal Acquisition Regulations shall be construed to apply to Provider without Provider's written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- e. **Export Control.** The sale, resale, or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations, and orders of the United States of America and may be subject to the export and/or import control laws, regulations, and orders of other countries. The BOARD agrees to comply with all such laws, regulations, and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export, import, or transmission is restricted or prohibited. The BOARD acknowledges and agrees that it is responsible to obtain any license to export, re-export, import, or transmit as may be required.
- f. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and shall be interpreted so as best to accomplish the objectives of the original portion to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.
- g. **Assignment.** Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by one party without the prior, written consent of the other party.
- h. **Third Parties.** There are no third party beneficiaries to this Agreement.
- i. **Waivers.** Any waiver of any rights under this Agreement must be in writing and signed by the waiving party, and any such waiver shall not operate as a waiver of any further right hereunder.
- j. **Entire Agreement; Construction.** This Agreement (this document and all attachments) is the entire agreement between the parties with respect to its subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements. As used in this Agreement, the term "including" shall mean "including, without limitation," the term "includes" shall mean "includes, without limitation," and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. If there is conflict between this Agreement and the other Attachments incorporated herein and listed above, the language in this Agreement will take precedence unless exception is noted in this Agreement as to what will control.

- k. **Amendments.** This Agreement may be amended only in writing and signed by both parties; and any purported oral amendment to this Agreement shall be void and have no effect.
- l. **Marketing.** The BOARD agrees that Provider may use the BOARD's name, logo, and trademarks, and may disclose that the BOARD is a customer of Provider, in Provider's advertising, promotion and similar public disclosures; provided, however, that such advertising, promotion or similar public disclosures shall not indicate that the BOARD in any way endorses any of Provider's Products or Services without the BOARD's prior consent.
- m. **Notices.** All notices under this Agreement will be in writing and will be deemed given upon: (i) receipt thereof if delivered by facsimile, electronic mail, hand delivery, or overnight delivery service; or (ii) three days after deposit in the U.S. mail, postage prepaid, return receipt requested, if mailed. Notices to Provider will be addressed to the attention of the Chief Learning Officer. Notices to the BOARD will be addressed to the individual who executes the Quote on behalf of the BOARD.
- n. **Counterparts.** The execution of the Quote or any other instrument evidencing the effectiveness of this Agreement may be made in two or more original or facsimile counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.
- o. **Survival.** All provisions which must survive in order to give effect to their meaning, shall survive the expiration or termination of this Agreement.
- p. Both the District and Provider will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Children's Online Privacy Protection Act (COPPA) Title 20, §1232g, United State Code, and The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student and education records. And where appropriate, the Board will have responsibility to ensure its users comply with the above stated laws.
- q. 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 BOARD, or of the public if applicable, 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, or their subcontractors or anyone directly or indirectly employed by Provider.
- r. In no event will the BOARD, BOARD members, BOARD officers, employees, or agents be responsible or liable for the debts, acts or omissions of Provider, its officers, employees, or agents.
- s. Method for Conflict Resolution – Except as described by Miscellaneous D, any dispute concerning performance of the contract shall be decided by the BOARD's designated contract manger, who shall reduce the decision to writing and serve a copy to Provider. The decision shall be final and conclusive unless within ten (10) days from the date of receipt,

Provider files with the BOARD a petition for administrative hearing. The BOARD's decision on the petition shall be final, subject to Provider's right to review 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.

- t. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Sarasota County, Florida; in any such action, Florida law shall apply.
- u. As required by Florida Statute, Provider is responsible for all debts for the Board's Virtual School, debts that are solely from the Provider's obligations under this Agreement if the Agreement is not renewed or is terminated and which have not been paid by Provider. This does not excuse the BOARD from paying any obligations incurred resulting from its obligations under this Agreement from the payment of any debts incurred pursuant to this Agreement for termination, unless such termination is as provided for in Section X above.
- v. If there is a modification to the rules and regulations approved by the State 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.
- w. Provider is required to comply with all requirements of §1002.45 and will comply with disclosure requirements adopted in rule by the State Board of Education.

# Attachment C

## Detailed Curriculum Plan

The Provider will provide courses and instructional services for Sarasota Virtual School's full-time program.

The following is the current Provider FL VIP approved course list which meets FL VIP requirements; alignments to Next Generation Sunshine State Standards-Common Core State Standards for each grade level and subject and courses that meet requirements for the District's Students Progression Plan for Middle School and High School. This list is subject to change as new courses will be added as they become available, as new lists become available they will be provided to Sarasota Virtual School.

### Middle School Courses

#### English Language Arts

FL-1001010-M/J Language Arts 1  
FL-1001040-M/J Language Arts 2  
FL-1001070-M/J Language Arts 3

FL-1000010-M/J Intensive Reading  
FL-1008010-M/J Reading 1

#### Mathematics

FL-1205010-M/J Mathematics 1  
FL-1205040-M/J Mathematics 2

FL-1205070-M/J Pre-Algebra

#### Science

FL-2002040-M/J Comprehensive Science 1  
FL-2002070-M/J Comprehensive Science 2

FL-2002100-M/J Comprehensive Science 3

#### Social Studies

FL-2109010-M/J World History  
FL-2106010-M/J Civics

FL-2100010-M/J United States History

#### World Language/Electives

FL-1700060-M/J-Career Research and  
Decision Making  
FL-0708000-M/J Spanish, Beginning  
FL-0708010-M/J Spanish, Intermediate

FL-1508000-M/J Fitness - Grade 6

FL-1508600-M/J Comprehensive - Grades 6/7

FL-1508700-M/J Comprehensive - Grades 7/8

### High School Courses

#### English Language Arts

FL-1001310-English 1\*  
FL-1001340-English 2\*  
FL-1001370-English 3\*  
FL-1001400-English 4\*  
FL-1001405-English 4: Florida College Prep  
FL-1008350-Reading for College Success

FL-1009370-Writing for College Success  
FL-1000410-Intensive Reading  
FL-1001420-Advanced Placement English  
Language and Composition\*  
FL-1001430-Advanced Placement English  
Literature and Composition\*

\*NCAA Approved courses

## Mathematics

FL-1200310-Algebra 1\*  
FL-1206310-Geometry  
FL-1200330-Algebra 2\*  
FL-1202340-Pre-Calculus (Honors)\*  
FL-1208300-Liberal Arts Mathematics

FL-1200410-Mathematics for College Success  
FL-1200700-Mathematics for College Readiness  
FL-1202310-Advanced Placement Calculus AB\*

## Science

FL-2003340-Chemistry 1\*  
FL-2000310-Biology 1\*  
FL-2001340-Environmental Science\*  
FL-2000340-Advanced Placement Biology\*

FL-2001380-Advanced Placement\*  
Environmental Science  
FL-2001310-Earth and Space Science  
FL-2003310-Physical Science\*

## Social Studies

FL-2102310-Economics\*  
FL-2106310-United States Government\*  
FL-2100310-United States History\*  
FL-2109310-World History\*

FL-2103400-Advanced Placement Human  
Geography\*  
FL-2100330-Advanced Placement US History\*

## World Languages/Electives

FL-3026010- HOPE-Core  
FL-2107300-Psychology 1\*  
FL-2107310-Psychology 2\*  
FL-0708340-Spanish 1\*  
FL-0708350-Spanish 2\*  
FL-0708360-Spanish 3 (Honors)\*  
FL-8812100-Principles of Entrepreneurship  
FL-8827110-Marketing Essentials  
FL-8207310-Introduction to Information Technology  
FL-2107350-Advanced Placement Psychology\*  
FL-0708400-Advanced Placement Spanish\*

FL-0100310-Introduction to Art History  
FL-1700370-Critical Thinking and Study Skills  
FL-0701320-French 1\*  
FL-0701330-French 2\*  
FL-8500120-Personal and Family Finance  
FL-8417100-Health Science 1  
FL-8417110-Health Science 2  
FL-1501300-Personal Fitness  
FL-0100320-Art in World Cultures

\*NCAA Approved courses

Students will receive the following instructional support that meets all FL VIP guidelines as notated in Scope of Work:

- FL certified highly qualified teacher
- Concept Coaches for on-demand tutoring support (7 AM – 11 PM ET, Monday – Saturday)
- Success Coaches

Provider courses contain the following assessments:

- Quizzes (10 questions)
- Tests (25 questions)
- Midterms/Finals (50 questions)

The District will administer the End of Course test (as applicable) when the student has met the District's completion requirements.

## Attachment D Reporting Schedule

Provider will meet with District during Implementation planning to determine District's (Sarasota Virtual School) specific reporting requirements. Below is a sample of a reporting schedule:

<b>Provider to Sarasota Virtual School Reporting Schedule for SY 2014-2015 (Proposed)</b>	
<b>Date</b>	<b>Action Item</b>
<b>8/19/2014</b>	First Day of School - Fall 2014
<b>8/31/2014</b>	Enrollment report for FT Virtual School
<b>9/30/2014</b>	Monthly Reports Due to SVS (Teacher/Student Contact, Student Progress)
<b>10/31/2014</b>	Monthly Reports Due to SVS (Teacher/Student Contact, Student Progress)
<b>11/29/2014</b>	Monthly Reports Due to SVS(Teacher/Student Contact, Student Progress)
<b>12/21/2014</b>	Monthly Reports Due to SVS (Teacher/Student Contact, Student Progress)
<b>12/31/2014</b>	Semester Course Completion and Grade Reports
<b>1/08/2015</b>	First Day of Spring Semester
<b>1/31/2015</b>	Enrollment report for FT Virtual School
<b>2/28/2015</b>	Monthly Reports Due to SVS(Teacher/Student Contact, Student Progress)
<b>3/31/2015</b>	Monthly Reports Due to SVS (Teacher/Student Contact, Student Progress)
<b>4/30/2015</b>	Monthly Reports Due to SVS (Teacher/Student Contact, Student Progress)
<b>5/30/2015</b>	Monthly Reports Due to SVS (Teacher/Student Contact, Student Progress)
<b>6/6/2015</b>	Semester Course Completion and Grade Reports