

VIRTUAL INSTRUCTION PROVIDER AGREEMENT

This Agreement for services ("Agreement") made and entered into by and between Edgenuity Inc. (hereafter "VIRTUAL INSTRUCTION PROVIDER," or "Edgenuity") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and Sarasota County School Board (hereinafter "CLIENT"), having principal offices at 1960 Landings Boulevard, Sarasota, FL 34231.

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

The parties by their authorized representatives have entered into this Agreement as of the <u>1st</u> day of <u>July</u>, 2018 (the "Effective Date").

CLIENT and VIRTUAL INSTRUCTION PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); The Standard Terms and Conditions available at http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf and all incorporated herein as part of the Agreement, as true and accurate. In the event of any conflict between any term of this Agreement and the Standard Terms and Conditions, this Agreement shall control.

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the VIRTUAL INSTRUCTION PROVIDER, whichever is later.

TERM

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

EDGENUITY INC.	CLIENT:	
By: Xan Vall	Ву:	
Name: San G. Factor	Name:	
Title: CEO	Title:	
Date: 5/16/18	Date:	_



Price Quote for Services

Sarasota County School District (Virtual)

Sarasota FL

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

Date

4/27/2018

Quote #

43530

Vendor#

Payment Schedule	Contract Start Date	Contract End Date
	7/1/2018	6/30/2019

Site Name	QTY	Description	Item Comments
Sarasota County School District (Virtual)	1	IS Teaching Services full-time student per semester	
		\$2000.00 per semester full time \$4000.00 full year full time	
	1	IS Teaching per Semester (18 week) Course	
		\$250 per semester enrollment	

Total \$0.00

Thank you for your continued partnership.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

If this Quote includes any Sophia® Learning Inc. courses for purchase, the following language applies to any such purchase (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			
Signature	 	 	
Print Name	 .	 _	
Title	 <u> </u>	 	

Edgenuity Inc. Representative Pam McAuley, M.Ed. Florida Account Executive P: (813) 928-4083 E: Pam.McAuley@Edgenuity.com

Not valid unless accompanied by a purchase order.

Please specify a shipping address if applicable.

Please e-mall this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.



ATTACHMENT A Description of Work

As more fully set forth in Attachment B, the VIRTUAL INSTRUCTION PROVIDER is to assist in the operation of a K - 12 virtual school that provides a free-to-students, full-time 180-day online instructional program to eligible students during the 2018/19 school year. The VIRTUAL INSTRUCTION PROVIDER is to provide each student with all necessary online courseware and instructional support provided as set forth in Attachment B, and as further defined by the Virtual Instruction Provider's Standard Terms and Conditions, and through any subsequent changes established by joint written agreement between CLIENT and VIRTUAL INSTRUCTION PROVIDER. Any instructional staff provided by VIRTUAL INSTRUCTION PROVIDER must be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The VIRTUAL INSTRUCTION PROVIDER will ensure all employees and contracted personnel undergo background screening as required by s. 1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the VIRTUAL INSTRUCTION PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to VIRTUAL INSTRUCTION PROVIDER. VIRTUAL INSTRUCTION PROVIDER will provide information as requested by Client Liaison as described below in #9 in regards to monitoring. All curriculum and course content must align to the Florida Standards. The VIRTUAL INSTRUCTION PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the Virtual Instruction Provider's Standard Terms and Conditions incorporated herein and available at http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf. As required in s. 1002.45, a detailed curriculum plan is provided in Attachment C that illustrates how students will be provided services and be measured for attainment of proficiency in the Florida Standards for each grade level and subject. For districts who select the provision of a full-time virtual instruction program to students in grade 9-12, the VIRTUAL INSTRUCTION PROVIDER will report the successful completion of courses to the CLIENT and it is the CLIENT's responsibility to confirm that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282. For the purposes of this document, a successful completion is defined as completing at least one hundred percent (100%) of the course content with a passing grade of sixty percent (60%) or higher or credits earned. This means a student must pass and/or earn credit for a course or master curriculum required for student progression to the next grade level. The VIRTUAL INSTRUCTION PROVIDER will provide preliminary data 2 weeks prior to date certain for survey periods 2 and 3 to allow enough time for the student's schedules to be entered into the district's Student Information System prior to date certain. Using the data provided to VIRTUAL INSTRUCTION PROVIDER by CLIENT, VIRTUAL INSTRUCTION PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of VIRTUAL INSTRUCTION PROVIDER, VIRTUAL INSTRUCTION PROVIDER will use commercially reasonable security measures and controls as required by FERPA.



Role of the CLIENT

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



- 15. For payment, report to the state all students served under this Agreement as reported to the CLIENT by the VIRTUAL INSTRUCTION PROVIDER.
- 16. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.
- 17. Provide any required information to parents and students about their right to participate in CLIENT's virtual school.
- 18. Provide a diploma for graduating seniors.
- 19. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the VIRTUAL INSTRUCTION PROVIDER under the terms of this Agreement.



ATTACHMENT B Payment Terms and Conditions

Edgenuity Curriculum and Instructional Services FLORIDA VIRTUAL INSTRUCTION PROVIDER Pricing

Edgenuity Instructional Services is an approved Florida VIRTUAL INSTRUCTION PROVIDER and offers schools and districts the flexibility to partner with Edgenuity to provide instructional teaching services and courseware to support their Florida VIRTUAL INSTRUCTION PROVIDER program needs. A comprehensive Florida VIRTUAL INSTRUCTION PROVIDER course list is attached.

Pricing
teacher
\$ 250.00
\$ 2,000.00
\$ 50.00

Teaching Services - per semester course enrollment

This service provides students with an Edgenuity semester course for a 5 month enrollment period and an academic support team comprised of highly qualified and state certified instructors and on demand concept coaching:

- 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.
- Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science.
- The academic support team monitors student progress and proactively communicates with students, parents, and school staff.

Teaching Services - full-time semester enrollment - per semester/monthly

- This service provides full-time students with up to six (6) Edgenuity semester courses for a five
 (5) month enrollment period and an academic support team comprised of highly qualified and certified instructors, and concept coaches.
- 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.
- Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science
- The academic support team monitors student progress and proactively communicates with students, parents, and school staff.

Standard Terms and Conditions located at http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf are incorporated by reference into Agreement. Payment Terms and Conditions

Quarterly Billings:



- Customer will be billed per the VIP requirements.
- Invoices will be sent on the 16th of each billing month and the term is net 30.
- CLIENT will be billed the actual price for any required AP books. These fees are nonrefundable.



Attachment B - Continued

- I. VIRTUAL INSTRUCTION PROVIDER shall provide the Curriculum and Instructional Services identified in the "Payment Terms and Conditions" pricing table (the "Deliverables").
- II. VIRTUAL INSTRUCTION PROVIDER will commit to a student-teacher ratio consistent with the Florida Virtual School program, which is one teacher per 65 students for grades 6-8 and one teacher per 200 students for grades 9-12.
- III(a). INDEMNIFICATION AND LIMITATION OF LIABILITY- To the extent permitted by law, VIRTUAL INSTRUCTION PROVIDER agrees to indemnify and hold CLIENT, its Board Members, officers, employees and agents harmless from all third-party liability, claims and demands arising from any suit, claim, charge or proceeding brought in connection with or related to VIRTUAL INSTRUCTION PROVIDER'S negligent 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 CLIENT and subject to the conditions precedent that a) the CLIENT provides written notice to VIRTUAL INSTRUCTION PROVIDER within thirty (30) days of its receipt of the claim and b) the CLIENT permits VIRTUAL INSTRUCTION PROVIDER to assume the control and defense of the claim with counsel selected by VIRTUAL INSTRUCTION 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 CLIENT under law. This paragraph shall survive termination of this Agreement. IN NO EVENT SHALL VIRTUAL INSTRUCTION PROVIDER'S LIABILITY TO THE CLIENT 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 CLIENT TO VIRTUAL INSTRUCTION PROVIDER HEREUNDER, IN NO EVENT SHALL VIRTUAL INSTRUCTION PROVIDER BE LIABLE TO THE CLIENT, 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 VIRTUAL INSTRUCTION PROVIDER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, the CLIENT agrees to defend, indemnify, and hold harmless VIRTUAL INSTRUCTION PROVIDER and its affiliates and all of their employees, contractors, officers and board members from and against any and all third party liability, 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 negligent acts or omissions of the CLIENT related to or arising from this Agreement (collectively "Claims") except to the extent that such claims arise out of acts or omissions of VIRTUAL INSTRUCTION PROVIDER subject to the conditions precedent that a) VIRTUAL INSTRUCTION PROVIDER provides written notice to the Board within thirty (30) days of its receipt of the claim and b) VIRTUAL INSTRUCTION PROVIDER permits the CLIENT to assume the control and defense of the claim with counsel selected by the CLIENT. 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 CLIENT under law. This paragraph shall survive termination of this Agreement. IN NO EVENT SHALL CLIENT'S LIABILITY TO THE VIRTUAL INSTRUCTION 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 CLIENT TO VIRTUAL INSTRUCTION PROVIDER HEREUNDER, IN NO EVENT SHALL CLIENT BE LIABLE TO THE VIRTUAL INSTRUCTION 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.

This paragraph III(a) supersedes any provision in the Standard Terms and Conditions related to indemnity, specifically including paragraphs 9 or 10.

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



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



the exemption(s) in any proceeding in which the exemption(s) is contested. CLIENT agrees that Edgenuity has taken all necessary measures to prevent disclosure to unauthorized persons of Edgenuity's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

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

Edgenuity shall comply with Florida's Public Records Law including:

- a) keeping and maintaining public records that ordinarily and necessarily would be required by CLIENT in order to perform the service;
- b) providing the public with access to public records on the same terms and conditions that CLIENT would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) meeting all requirements for retaining public records and transfer, at no cost, to CLIENT all public records in possession of Edgenuity upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CLIENT in a format that is compatible with the information technology systems of CLIENT.

IF EDGENUITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

- XV. **JESSICA LUNSFORD ACT** Edgenuity and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Edgenuity and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVII.M. of the Standard Terms.
- XVI. SOVEREIGN IMMUNITY The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such



immunity has been waived by the state.

- XVII. EQUAL OPPORTUNITY Edgenuity shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Edgenuity decide which students are allowed use of Edgenuity's Licensed Content.
- XVIII. FLORIDA ETHICS LAWS Edgenuity will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 112.312(15), Fla. Stat.) in Edgenuity.
- XIX. SALES TAX EXEMPTION Except to the extent CLIENT provides Edgenuity with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.
- XX. FIREARMS Edgenuity's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.
- XXI. AUDIT CLIENT may audit Edgenuity under this Agreement for compliance matters upon reasonable written notice to Edgenuity. Any such audit will be conducted under normal business hours and days of operation.



Attachment C Detailed Curriculum Plan

The VIRTUAL INSTRUCTION PROVIDER will provide courses and instructional services for the District's programs under the Virtual School:

- Full-time Student Program
- Supplemental Course Program

Edgenuity's current list of courses meets FL VIP requirements and is aligned to Florida 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. Additionally, the District may choose to collaborate with the VIRTUAL INSTRUCTION PROVIDER to create district specific courses for the Supplemental Program. The courses may be Honors, Advanced, and/or courses that are aligned to the District's curriculum pacing guides. Edgenuity updates courses regularly due to changing standards and customer requests. The course lists are available upon request.



Florida's Virtual Instruction Program (VIP) is a specialized full-time offering that operates under all applicable Florida legislation. Edgenuity has developed implementation policies for student participation to remain compliant with Florida statutes that govern all VIPs.

Minimum Student Requirements

Minimum student requirements are necessary for Edgenuity to maintain compliance with Florida legislation governing FLVIP program.

- Students must:
 - Be enrolled in at least four grade level appropriate core courses for the entire school year.
 - Start grade level appropriate year-long core courses no later than September 15.
 - Students retaking any portion of a previously failed course must take them in addition to the appropriate grade level core course.
 - Work in every course each week and maintain adequate progress.
 - Students not working each week in all core courses will be escalated to district/school for intervention/action.
 - Students not compliant after intervention will be recommended for withdrawal from Edgenuity's VIP.
 - Participate in all assessments as required by Florida Department of Education.
 - Students not complying with testing requirements will be escalated to district/school with recommendation that student not return to Edgenuity's VIP for the next year.
- All courses must be completed within the academic school year and may not carry over into multiple years.
 - Students needing additional time to complete courses may be granted extensions up to 2 weeks with written request from district/school prior to students' end date.

Program Basics

Points of Contact

- Edgenuity will provide a dedicated point of contact. This contact will support the implementation from onboarding to student completion and beyond.
- The district/school must also assign points of contact to support and oversee specific areas:
 - Administrator
 - Provide Edgenuity with appropriate district/school points of contact.
 - Set clear academic goals to drive success metrics.
 - Define and share program policies with students and families.
 - Promote program to students and families.
 - Work with Edgenuity to make data-based programmatic adjustments as needed.
 - o Academics/Counseling
 - Oversee student enrollment and progress.
 - Ensure students are enrolled in correct courses per district's pupil progression plan.
 - Review student data/progress as agreed upon.
 - Intervene with students not making adequate progress and their parents/guardians.
 - Assist with withdrawal of non-compliant students.

Testing

- Work with Edgenuity testing contact to drive student participation.
- Inform Edgenuity staff of testing arrangements for district/school's VIP students.
- Inform Edgenuity of any students not participating in scheduled assessments and makeup testing arrangements (if applicable).
- Provide Edgenuity with testing data to meet state VIP reporting requirements.

o Data

Cooperate with Edgenuity data contact to ensure accuracy of student reporting.

Purchasing

Process invoices and address any questions or issues.

Initial Onboarding and Implementation Set up

District and School Structure

- Edgenuity will create a separate school location in the SIS for identified VIP students.
- District/school will ensure that all VIP students are enrolled in the appropriate school location and will provide student data for state reporting.

Staff Accounts

- Edgenuity will establish staff accounts to monitor student enrollments, attendance, progress, or final grades.
- o District/school will ensure all staff members have appropriate roles/permissions and training.

Course Offerings/Course List Setup

- Edgenuity will provide a list of Florida courses for the current school year.
- If there are any courses that cannot be offered, district/school will provide a list to Edgenuity, in writing, prior to the first day of school.

Enrollment Process

- Accurate data is critical for VIP students. There will be specific required fields when creating student accounts, or when students are requesting accounts.
- o If district/school needs to create more than 10 students accounts at one time, Edgenuity can provide an import template that can be completed and returned.

Professional Development

- Live and/or recorded web sessions offered.
- On-demand training available in the Virtual School Resource Center.
- District/school will ensure that all staff members fully participate in training.

Academics

- Teachers that are expert, state-certified, and with Jessica Lunsford clearance.
 - o Contact students via email within 48 hours of each course's start date.
 - o Reteach difficult concepts, address misunderstandings, answer questions, make real-world connections, grade assignments, and motivate students.
 - o Communicate with students via e-mail, phone, office hours, and web conferencing.
 - Monitor student progress and regularly communicate to provide feedback on assignments, answer questions, offer study skills strategies, or to intervene when student performance concerns arise.

- To help ensure academic integrity, VIP students will be responsible for communicating with each teacher of record one time per month to discuss academic performance.
 - Gauge student understanding of recent content.
 - Meets requirement outlined in Florida statutes, specifically Fla. Stat. § 1002.45(2)(a)4.e.
- Final Grade Reports provided to students, guardians, and district staff within 3 school days of course completion.
- Success Coaches develop and maintain relationships with school/district virtual program mentors.
 - Guide program mentors on assisting students working toward achievement and success.
 - Work with school program mentors on how to guide parents/guardians as needed throughout the school year to drive student success.
 - o Provide updates to district/school on student performance as needed to guide mentors on understanding performance and student success.
- Concept Coaches provide on-demand academic help or scheduled tutoring sessions for core courses from 8 a.m. to 11 p.m. (Eastern Time), Monday through Saturday.

Intervention and Escalation

- The academic team utilizes an internal process to identify at-risk students and work in cooperation with district staff to ensure student success.
 - Provide targeted, early attendance intervention within the first 14 days, followed by ongoing attendance, pacing and mastery intervention managed by the teacher of record.
 - Interventions begin when a student has not attended a course (logged in) for five or more days, has fallen 10% or more behind pace, and/or has a grade below 70%.
 - Identify and maintain tracking reports for students identified as at-risk.
 - At the point of intervention, Instructional Services will reach out to the district/school's academic contact, to request that school/district staff schedule and coordinate a discussion about progress to include the following stakeholders:
 - School representative with authority to make decisions regarding student enrollment.
 - Student
 - Parent/Guardian
 - Edgenuity representative or teacher that can speak to student specific academic information (available via phone, web-based meeting, or face to face when applicable).

Billing Options

- Enrollments will be billed each semester, based on successful completions.
- Invoice will be sent to district/school's billing POC.

Testing

- Testing is mandatory for all VIP students enrolled in courses that have a required state assessment.
 - Students and parents/guardians must be informed of need to test by district/school prior to enrollment.
- Edgenuity will work in conjunction with district staff to drive student testing participation.
 - o Edgenuity will collect details on student testing arrangements.

- o Edgenuity will assist district/school with testing communications to students and parents/guardians.
- Edgenuity will collect information on students needing to attend make-up testing and assist with communications to students and parents/guardians.
- Edgenuity will provide test Prep courses (non-credit bearing) and virtual workshops for most tests in Florida.

Data and Survey

- Edgenuity will provide a dedicated staff member who will deliver student/teacher data to the district/school
 prior to each survey period and as needed due to schedule or teacher changes.
 - Teacher demographics and proof of clearance as required by Jessica Lunsford legislation.
 - Student schedules.
- District/school will provide the following to ensure accuracy of information reported to FLDOE:
 - F71198 reports when requested in writing by Edgenuity.
 - Edgenuity will review district/school's student data and notify district/school in writing of any needed changes.
 - District/school will promptly update state database to correct any inaccurate student data.
 - District/school will provide demographic and assessment data for Edgenuity to complete required DOE reporting.

Regular District / Edgenuity Meetings

- Offer an in-person planning meeting around the start of each school year.
- Progress meetings will be scheduled to:
 - Review student progress data.
 - Address student compliance issues.
 - State reporting data updates.
 - o State testing updates.



Maintaining academic integrity is of critical importance to Edgenuity in supporting Florida VIP student achievement. The following academic integrity policy and procedures guides students toward good habits through education, monitoring and follow-up.

- Edgenuity provides a video resource to students to provide instruction in appropriate vs inappropriate academic practices.
- Edgenuity's instructional staff receive training in academic integrity policies, procedures, and best practices.
- Edgenuity's instructional staff will complete discussion based assignments, monitor student work, and may use external resources to verify each student's work is her/her own.

VIP Academic Integrity Policy

Students enrolled in courses served by Edgenuity teachers will adhere to the academic integrity policy outlined below. Any violation of this policy can result in disciplinary action and may jeopardize the student's credit in his or her online course.

- Students are expected to conduct themselves in accordance with five fundamental values: 1) Honesty;
 (2) Trust; (3) Fairness; (4) Respect; and (5) Responsibility.
- A student who adheres to high standards of academic integrity maintains that all work turned in is his
 or her own and is based on the knowledge and skills that he or she has acquired.
- Students who are found violating policies regarding academic integrity, plagiarism, harassment, or appropriate conduct will be subject to our formal Student Academic Escalation Policy which may include the following:
 - First Offense: The student will be notified of the violation and will meet with the Edgenuity teacher to discuss the violation. Policies may be reviewed and clarified and the student will watch an academic integrity video for further understanding. The offense will be documented on the student's SIS record. The student may have an opportunity to resubmit work or an alternate assignment.
 - Second Offense: A student found violating the academic integrity policy for a second offense will be cited a 2nd time and the following may be implemented at the discretion of the Edgenuity teacher:
 - Permanent notation on SIS academic record
 - A formal letter/communication may be sent to parents, mentors, and administrator listed on the student's profile.
 - An essay or assignment related to the offense may receive a "0" or be substituted by an alternate assignment per the teacher's directive.
 - Formal review and re-acknowledgement of all academic integrity policies.
 - Third Offense: A student found violating for 3rd or subsequent offense will receive a zero on the assignment(s) and be referred for disciplinary review at the discretion of the school and/or district administration.

^{*}Escalation is based on the severity of offense violation and subject to behavioral review.



Florida Course List



Edgenuity has proudly met the high expectations required by the state of Florida to become a Virtual Instruction Program (VIP) provider for grades six through twelve. Edgenuity is approved through 2019.

Our engaging curriculum and powerful online tools enable Florida students to be self-directed learners and prepare for future college and career success.





Florida Course List

Core Courses - Middle School

1205010 - M/J Grade 6 Mathematics 1205020 - M/J Grade 6 Mathematics Advanced 1205040 - M/J Grade 7 Mathematics Advanced 1205040 - M/J Grade 7 Mathematics FSA Grade 6 English Language Arts Δ 1205050 - M/J Grade 8 Pre-Algebra FSA Grade 8 Erglish Language Arts Δ FSA Grade 8 Erglish Language Arts Δ FSA Grade 8 Erglish Language Arts Δ FSA Grade 6 English Language Arts Δ FSA Grade 6 Mathematics Δ FSA Grade 7 Mathematics Δ FSA Grade 7 Mathematics Δ FSA Grade 8 Mathematics Δ FSA Grade 7 Mathematics Δ FS	ENGLISH LANGUAGE ARTS	ELECTIVES
1001020 - Advanced M/J Language Arts 1	1000010 – M/J Intensive Reading	0101010 - M/J Two-Dimensional Studio Art 1•
1001040 - M/J Language Arts 2	1001010 – M/J Language Arts 1	0102040 – M/J Creative Photography 1
1001050 - Advanced M/J Language Arts 3	1001020 – Advanced M/J Language Arts 1	0103000 - M/J Digital Art and Design 1•
1001070 - M/J Language Arts 3	1001040 – M/J Language Arts 2	1301090 – M/J Exploring Music 1◆
1001080 - Advanced M/J Language Arts 3 1508700 - M/J Comprehensive 7/8** 1006000 - M/J Journalism 1* 1700060 - M/J Carred Research and Decision Making* 8000400 - Orientation to Carred Clusters* 8000400 - Orientation to Carred Cl	1001050 – Advanced M/J Language Arts 2	1508000 – M/J Fitness 6*●
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1000050 D F - C O H O	0701000 - M/I French Beginning	1007300 - Speech 1•
		1008350 - Reading for College Success*
0702000 – M/J German, Beginning 1009300 – Writing 1*		1009300 – Writing 1*
0702010 – M/J German, Intermediate 1009320 – Creative Writing 1*		1009320 – Creative Writing 1°
07/07/000 – M/J Chinese, Beginning 1009370 – Writing for College Success*		1009370 – Writing for College Success*
0707010 – M/J Chinese, Intermediate		
0708000 - M/J Spanish, Beginning		
0708010 – M/J Spanish, Intermediate		

Core Courses - High School, continued

MATHEMATICS	SOCIAL STUDIES
1200310 – Algebra 1	2100310 – United States History
1200315 – Algebra 1 for Credit Recovery	2100315 – United States History for Credit Recovery
1200320 – Algebra 1 Honors	2100320 – United States History Honors
1200370 – Algebra 1-A	2100340 – African American History*
1200375 – Algebra 1-A for Credit Recovery	2101300 – Anthropology*
1200380 – Algebra 1-B	2102335 – Economics with Financial Literacy*
1200385 – Algabra 1-B for Credit Recovery	2102340 – Economics with Financial Literacy for
1206300 - Informal Geometry	Credit Recovery*
1206310 – Geometry	2102345 – Economics with Financial Literacy Honors*
1206315 – Geometry for Credit Recovery	2102372 – Personal Financial Literacy
1296320 Geometry Honors	2103300 – World Cultural Geography
1200330 Algebra 2	2105310 – World Religions*†
1200335 – Algebra 2 for Credit Recovery	2105340 – Philosophy*†
1200340 – Algebra 2 Honors	2106310 – United States Government*
1202340 – Precalculus Honors	2106315 – United States Government for Credit Recovery*
1200410 – Mathematics for College Success*	2106320 – United States Government Honors*
1200700 – Mathematics for College Readiness	2106350 – Law Studies*†
1201300 – Mathematical Arialysis Horiors	2107300 – Psychology 1*
1201315 – Analysis of Functions Honors	2107310 – Psychology 2*
1207300 – Liberal Arts Mathematics 1	2108300 ~ Sociology*
1207310 – Liberal Arts Mathematics 2	2109310 – World History
1200400 – Intensive Mathematics	2109315 – World History for Credit Recovery
1210300 Probability & Statistics with Applications Honors	2109320 – World History Honors
1211300 – Trigonometry Honors	2109430 – Holocaust*
1298310 - Advanced Topics in Mathematics	ADVANCED PLACEMENT®
1298310 – Advanced Topics in Mathematics SCIENCE	
SCIENCE	0701380 – AP French Language & Culture
SCIENCE 200031.0 – Biology 1	
SCIENCE	0701380 – AP French Language & Culture 0708400 – AP Spanish Language & Culture
SCIENCE 2000310 - Biology 1 2000315 - Biology 1 for Credit Recovery	0701380 – AP French Language & Culture 0708400 – AP Spanish Language & Culture 1001420 – AP English Language & Composition
SCIENCE 2000310 - Biology 1 2000315 - Biology 1 for Credit Recovery 2000320 - Biology 1 Honors	 □ 0701380 – AP French Language & Culture □ 0708400 – AP Spanish Language & Culture □ 1001420 – AP English Language & Composition □ 1001430 – AP English Literature & Composition
SCIENCE 2000310 - Biology 1 2000315 - Biology 1 for Credit Recovery 2000320 - Biology 1 Honors 2001310 - Earth/Space Science	0701380 – AP French Language & Culture 0708400 – AP Spanish Language & Culture 1001420 – AP English Language & Composition 1001430 – AP English Literature & Composition 1202310 – AP Calculus AB
SCIENCE 2000310 - Biology 1 2000315 - Biology 1 for Credit Recovery 2000320 - Biology 1 Honors 2001310 - Earth/Space Science 2001340 - Environmental Science	 □ 0701380 – AP French Language & Culture □ 0708400 – AP Spanish Language & Culture □ 1001420 – AP English Language & Composition □ 1001430 – AP English Literature & Composition □ 1202310 – AP Calculus AB □ 2001380 – AP Environmental Science
SCIENCE 200031.0 - Biology 1 200031.5 - Biology 1 for Credit Recovery 2000320 - Biology 1 Honors 2001310 - Earth/Space Science 2001340 - Environmental Science 2001350 - Astronomy Solar/Galactic•	 □ 0701380 – AP French Language & Culture □ 0708400 – AP Spanish Language & Culture □ 1001420 – AP English Language & Composition □ 1001430 – AP English Literature & Composition □ 1202310 – AP Calculus AB □ 2001380 – AP Environmental Science □ 2100330 – AP U.S. History
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Core Courses - High School, continued	National Core Courses - High School, cont.
GENERAL ELECTIVES, CONTINUED 1502410 - Individual and Dual Sports 1*• 1502470 - Recreational Activities Individual Sports*• 1502470 - Recreational Activities Walking Fitness*• 1502470 - Recreational Activities - Running*• 1503350 - Team Sports 1*• 1700370 - Critical Thinking and Study Skills* 1900300 - Driver Education/Traffic Safety - Classroom*• 3026010 - HOPE - Core CAREER ELECTIVES 0400660 - Theater, Cinema, and Film Production* 1501380 - Personal Fitness Trainer • 1502500 - Sports Officiating• 1700380 - Career Research and Decision Making (9–12)* 3027010 - Biotechnology I• 8006120 - Introduction to Alternative Energy*	WORLD LANGUAGES O708340 - Spanish 1 O711300 - Chinese 1 O708350 - Spanish 2 O711310 - Chinese 2 O708360 - Spanish 3 Honors O702320 - German 1 O701320 - French 1 O702330 - German 2 O701330 - French 2 O706300 - Latin 1 O701340 - French 3 Honors O706310 - Latin 2 Dual Credit Courses Provided by Sophia® Accounting*† Approaches to Studying Religions* College Algebra*† Conflict Resolution* Human Biology** Introduction to Art History* Microeconomics*† Introduction to Psychology* Macresconomics*† Introduction to Sociology* Project Management** Introduction to Statistics* Visual Communications**
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