



# Monroe County School District

Superintendent of Schools  
Mark T. Porter

## Board Rationale

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**File #:** CON 18-240

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**TITLE:**

Approval of Multi-Year Contract with Edmentum

**BACKGROUND INFORMATION:**

Edmentum provides secondary credit recovery opportunities to students. In addition, Edmentum will also provides the online requirements needed for high school graduation. This is a multi year agreement that covers enrollments through 12/30/2021 with payments of \$136,275 due in both 2018-2019 an 2019-2020 FY for a total contract NTE \$272,550.00.

**BUDGET INFORMATION:**

Item Budgeted: Yes

Total Cost: NTE \$272,550.00

Contract Originator: David Murphy, Exective Director, Accountability and Assessments

Board Meeting Date: November 20, 2018

**RECOMMENDATION:**

Approval of Multi-Year Contract with Edmentum



# Monroe County School District

Superintendent of  
Schools  
Mark T. Porter

## Master

File Number: CON 18-240

File ID: CON 18-240

Type: Contract / MOU

Status: Consent Agenda

Version: 1

Vendor:

Action By: School Board

File Created: 11/08/2018

Subject:

Final Action:

Title:

### Internal Notes:

Sponsors: Alternative Education

Effective Date:

Attachments: Edmentum Contact.pdf, Certificate of Liability  
Insurance.pdf

Enactment Number:

Recommendation:

Expiration Date:

Entered by: Ayesha.Osborne@KeysSchools.com

Expiration Date:

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	2	11/13/2018	Dirk Smits	Delegated	
1	3	11/13/2018	Gaelan Jones	Approve	11/15/2018
<b>Notes:</b> Legal highly discourages entering into contracts for provision of services in excess of a 1 year term (excluding construction contracts). Constitutional restrictions on binding public entities to financial responsibilities for more than one year. This contract is approved only because termination for convenience provisions are included.					
In the future, try to set up multi year contracts as 1 year initial term, with 2 options to renew for a year.					
1	4	11/14/2018	Suanne Lee	Approve	11/15/2018
1	5	11/15/2018	Kathryn Flannery	Approve	11/17/2018
1	6	11/15/2018	Ramon Dawkins	Approve	11/19/2018
1	7	11/15/2018	James Drake	Approve	11/19/2018
1	8	11/16/2018	Dave Murphy	Approve	11/19/2018
1	9	11/16/2018	Karen Hladik	Approve	11/20/2018

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	School Board	11/20/2018					

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between: Edmentum, Inc. (the "Contractor") and The School Board of Monroe County, Florida ("School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from: (insert dates – contract may be for a school year)

11/20, 2018 to 12/31, 2021.

*This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.*

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

EdOptions Academy - See the attached Order Form # Q-130557 - Exhibit A

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit "A"* to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

School Board shall pay Contractor the sum of \$ 272,550.00 (NTE-Not to exceed price) to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the School Board verifies that all services have been fully and satisfactorily completed. The School Board will make diligent efforts to verify and pay

invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

Outlined on the attached Order Form # Q-130557 - Exhibit A

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#### **4. INSURANCE**

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the MCSB. Contractor shall provide MCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify MCSB immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit " B "*:

- ☒ **General Liability Insurance**  
Amount: \_\_\_\_\_
- ☐ **Professional Liability Insurance**  
Amount: \_\_\_\_\_
- ☐ **Vehicle Liability Insurance**  
Amount: \_\_\_\_\_
- ☐ **Workers Compensation Insurance**  
Amount: \_\_\_\_\_

#### **5. COMPLIANCE WITH LAWS AND POLICIES**

Contractor agrees to comply with all current Monroe County School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. Contractor agrees that MCSB has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, MSCB is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

#### **6. INDEPENDENT CONTRACTOR STATUS**

The Contractor is, for all purposes arising under this Contract, an independent contractor. The



Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

## **7. BACKGROUND CHECKS/FINGERPRINTING**

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes as well as with the requirements of HB 1877, The Jessica Lunsford Act, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

## **8. TERMINATION**

### **A. WITHOUT CAUSE**

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the MCSB will be relieved of all obligations under

said contract and the MCSB will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

**B. TERMINATION FOR BREACH**

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

**C. IMMEDIATE TERMINATION BY MCSB**

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- iii. breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

**9. ASSIGNMENT**

Neither Contractor nor the Monroe County School Board may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

**10. AMENDMENT**

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Monroe County School Board.

**11. INDEMNIFICATION, GOVERNING LAW & VENUE**



Contractor shall indemnify and hold harmless the Monroe County School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the MCSB in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

## **12. REPRESENTATIONS, WARRANTIES & DEBARMENT**

Contractor represents and warrants to the School Board, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
  - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;



- (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

### **13. CONFIDENTIALITY**

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including confidential student information and personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Monroe County School Board in writing, any confidential student information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Monroe County School Board policies regarding the confidentiality of such information.

### **14. BILLING**

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

### **15. THIRD-PARTY BILLING AND PAYMENT**

To the extent applicable with regard to the services provided in this Contract, the Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist the School Board in any administrative or appeals process regarding eligibility or payment as may be requested by the School Board. Contractor shall not be entitled to bill nor accept third-party payment without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

### **16. CONTRACT RECORDS RETENTION**



Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.
- (b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.
- (d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ([Records@KeysSchools.com](mailto:Records@KeysSchools.com)) OR MAIL TO: MONROE COUNTY SCHOOL DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, 241 TRUMBO ROAD, KEY WEST, FL 33040 OR CALL (305)293-1400).**

#### **17. ETHICS CLAUSE**

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

#### **18. CONFLICT OF INTEREST**

The following provisions shall apply for conflict of interest. Any violation of these provisions by

a School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the School Board. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

#### **19. SEVERABILITY**

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

#### **20. COUNTERPARTS**

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

#### **21. WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

#### **22. CAPTIONS**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

#### **23. ENTIRE CONTRACT**

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

#### **24. LIQUIDATED DAMAGES**

Contractor agrees to complete the services covered by this agreement prior to the contract expiration date listed in Section I entitled "TERMS." In the event that the services are not completed by the expiration date, Contractor hereby agrees to pay damages of no less than \$\_\_\_\_\_ per



day/week/month for each day/week/month the services remain incomplete after the expiration of the contract.

## 25. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

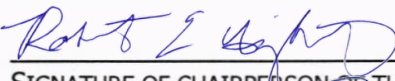
Monroe County School Board:  
Superintendent  
Monroe County School District  
241 Trumbo Road  
Key West, FL 33040

With a copy to District Counsel  
Vernis & Bowling of the Florida Keys, P.A.  
81990 Overseas Hwy, 3<sup>rd</sup> Floor  
Islamorada, FL 33036

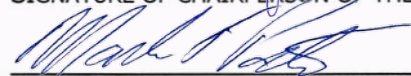
Contractor:  
Edmentum, Inc.  
5600 West 83rd Street, Suite 300 - 8200 Tower  
Bloomington, MN 55437

**IN WITNESS WHEREOF**, the parties have executed this Contract on this 20<sup>th</sup> 2<sup>nd</sup> day of


November, 2018.

  
SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

Nov. 20, 2018  
DATE

  
SIGNATURE OF SUPERINTENDENT

Nov. 20, 2018  
DATE

  
SIGNATURE OF CONTRACTOR/REPRESENTATIVE

11/1/2018  
DATE

Eric Doan / Chief Financial Officer  
PRINT NAME AND TITLE

**MONROE COUNTY SCHOOL DISTRICT  
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, Eric Doan, of the City/Township/Parrish of Bloomington, State of Minnesota, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:

Name of company/vendor: Edmentum, Inc.

Nature of services presently being offered to School District: EdOptions Academy

2) ☐ I have (OR) ☒ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.


**IF YOU ANSWER I HAVE:** Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. \_\_\_\_\_

3) ☐ I have (OR) ☒ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

**IF YOU ANSWER I HAVE:** Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) \_\_\_\_\_


The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

11/1/2018  
Date

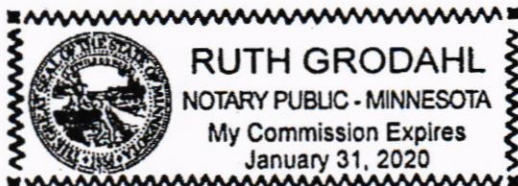
  
(Signature of Authorized Representative)

STATE OF Minnesota  
COUNTY OF Hennepin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Eric Doan who,  
☒ being personally known, ☐ or having produced \_\_\_\_\_ as identification,  
and after first being sworn by me, affixed his/her signature in the space provided above on this 1st day of  
November 20 18.

  
NOTARY PUBLIC

January 31, 2020  
My commission expires:







Date: 10/23/2018  
Order Number: Q-130557  
Revision: 2  
Order Form Expiration Date: 12/31/2018

#### ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
To Pay by Credit Card: Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

#### Customer and Billing Address

Customer No.: 115077  
Customer Name: MONROE COUNTY SCHOOL DISTRICT  
Billing Address: 241 TRUMBO RD  
Key West, FL 33040

#### Products and Services

Products	Qty	Program Start Date
EdOptions Academy	1	11/20/2018

Subtotal: \$272,550.00  
Estimated Tax: \$0.00  
Total US Funds: \$272,550.00

\*\* Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

#### Order Notes

Academy funds will roll forward if not all used in one year. \$80 per student/per month billing is available upon request. This contract covers enrollments through 12/31/2021.

#### Invoicing and Payment Terms

PO Due Date	Payment Due Date	Amount
Due at Time of Order	Net 15	\$45,425.00
1/16/2019	1/31/2019	\$45,425.00
3/16/2019	3/31/2019	\$45,425.00
9/16/2019	10/1/2019	\$136,275.00
	Total	\$272,550.00

#### Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

#### Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a Purchase Order with this Order Form covering the initial portion of the amount and you will submit future Purchase Orders based on the Invoicing and Payment Terms table and timely make corresponding payment(s) for the remaining amount(s) owed.

#### Customer Contact for Future Purchase Orders:

Name:

Email Address:

Edmentum | N.W. 7504, P.O. Box 1450 | Minneapolis, MN 55485-7504 | [www.edmentum.com](http://www.edmentum.com)





Date: 10/23/2018  
Order Number: Q-130557  
Revision: 2  
Order Form Expiration Date: 12/31/2018

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
To Pay by Credit Card: Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com).

Customer Signature:

Name (Printed or Typed): Robert E. Highsmith / Mark T. Porter

Title: School Board Chairman / School Superintendent

Date: November 20, 2018

Edmentum | N.W. 7504, P.O. Box 1450 | Minneapolis, MN 55485-7504 | [www.edmentum.com](http://www.edmentum.com)







Date: 10/23/2018  
Order Number: Q-130557  
Revision: 2  
Order Form Expiration Date: 12/31/2018

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
To Pay by Credit Card: Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

**Appendix A: EdOptions Academy Products**

All courses included in the table below will be available for enrollment at the indicated price, with the exception of Career and College Pathways which are included at list price for informational purposes only.

**18 Week Course Pricing (1/2 Credit Course)**

Core Courses	\$190.00
CTE and Elective Courses	\$190.00
Health and Fitness Courses	\$190.00
World Language Courses	\$190.00
Advanced World Language Courses	\$190.00

Advanced Courses	\$190.00
Extension Fee	\$50.00
Test Prep Courses	\$190.00
Remediation Courses	\$190.00

**9 Week Course Pricing (1/2 Credit Course)**

9 Week Semester Courses	\$140.00
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9 Week Semester Extension Fee	\$25.00
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**Program Pricing (Per Student)**

Career Pathways to Graduation	\$1,600.00
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College Pathways to Graduation	\$2,500.00
--------------------------------	------------

**Terms and Conditions for Academy Products:**

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within fifteen (15) days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase. We provide a 14-day grace period for enrollments that are dropped within 14 days from enrollment at no charge.

All unused funds in the account will not expire and are transferable from one year to the next. The remaining balance can be available in any EdOptions account under the Monroe County School district including the "Active Billing" (\$80 a month per course for Summer School) upon the request of the school district.

The terms of this agreement provide for enrollments into EdOptions Academy based on the pricing outlined on page three below. As each enrollment occurs, the amount of that enrollment will be subtracted from the total with the prices above and indicated on page 3 until the balance reaches \$0.



## ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
To Pay by Credit Card: Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

### Roles and Responsibilities:

#### **Our Responsibilities**

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course.
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that You've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled students transcript.

#### **Your Responsibilities**

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.





# ase Requests/Orders

<div style="display: flex; justify-content: space-between; padding: 2px;"> <span>Purchasing/Accounts Payable</span> <span>Accounts Receivable</span> <span>Human Resources</span> <span>Payroll</span> <span>Setup</span> <span>Forms</span> </div>										
Request History		Current Request				Look up PO # <input type="text"/>				Or Req # <input type="text"/>

## Edmentum

Requisition # 119723	PO # N/A	Author Allen, Althea L	Vendor V0000017365 EDMENTUM HOLDINGS, INC 5600 W 83RD ST STE 300, 8200 TWR BLOOMINGTON, MN 55437	Vendor Contact N/A	Terms & Conditions N/A	Deadline Date N/A
PO Status Open	Request Type Standard	Request Date/Status 11/08/2018 15:11:55	Order Contact Mike Henriquez	Center/School Contact Assessment & Accountability	Deliver To 9016 : ACCOUNTABILITY & ASSESSMENT	

Line Items						
Description	Qty	UOM	Unit Price	Amount	Ship	
Contract for EdOptions Academy as per attached order form #Q-130557-Exhibit A, 3 payments in 201	3.00	each	45425.00	136275.00		
<b>Total</b>				<b>136,275.00</b>		

Allocations								
Function	Object	Center	Project	Budgeted	Committed	Encumbered	Expended	Balance
▼ 5100 BASIC ▼	▼ 310 PROFE ▼	▼ 9015 STUD ▼	▼ 7099 VIRTU ▼	150,000.00	136,275.00	0.00	0.00	13,725.00
<b>Total</b>								

<input type="button" value="Select"/> <input type="button" value="Comments"/> <input type="button" value="Comments for vendor"/>
--

To  [mike.henriquez@keysschools.com](mailto:mike.henriquez@keysschools.com) X

Co

Order Form Terms--MONROE COUNTY SCHOOL DISTRICT

To: MONROE COUNTY SCHOOL DISTRICT  
Subject: Addendum to Order Form--Q-130557  
Customer #--115077  
241 TRUMBO RD Key West, FL 33040

The order form # Q-130557, dated 10/2/2018, covers enrollments for Monroe County School District for a period of 36 months from the date of the signed order form. This email serves as an attachment to order form # Q-130557, to cover the dates of those enrollments for a period of three years. This email dated 10/23/2018, is attached to the Monroe County School District Customer Account, within the Edmentum sales system (See Attached).

Todd D. Thicken, Ed.S.  
National Director of Business Development--Ed Options Academy  
todd.thicken@edmentum.com  
Office 952-832-1557  
Cell 313-971-6670  
<http://www.edmentum.com>

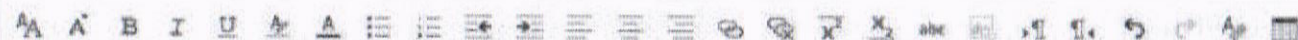






Exhibit B

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2018

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

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

PRODUCER 1-612-333-3323

Hays Companies

80 South 8th Street  
Suite 700  
Minneapolis, MN 55402INSURED  
Educational Options, Inc.  
c/o Edmentum Holdings, Inc.  
5600 W 83rd Street, Suite 300  
8200 Tower  
Bloomington, MN 55437

CONTACT NAME: Evan Murnan

PHONE (A/C, No, Ext): (612) 373-9874

FAX (A/C, No): (612) 373-7270

E-MAIL ADDRESS: emurnan@hayscompanies.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: VALLEY FORGE INS CO

20508

INSURER B: CONTINENTAL INS CO

35289

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 53254602

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5096027620	06/30/18	06/30/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5096027603	06/30/18	06/30/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED. \$ 100/500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5096027617	06/30/18	06/30/19	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC5096027584 (AOS) WC5096027598 (CA)	06/30/18 06/30/18	06/30/19 06/30/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Monroe County School District is included as Additional Insured for the General Liability policy when required by written contract.

## CERTIFICATE HOLDER

Monroe County School District

241 Trumbo Road

Key West, FL 33040

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE