Florida Social Studies Curriculum Material Proposal

K-2nd Grade – Lavinia Group's "Insight Humanities"

The FL Social Studies Curriculum Manager (CM) contacted all vendors listed on Florida's state adoption list in order to ensure alignment with the Florida standards for K-2. Additionally, the CM searched for other literacy-based programs (Core Knowledge, Benchmark, Gallopade, Actively Learn). A comprehensive review was completed on 5 programs that were aligned to the FL standards as well as 2 knowledge building programs (Core Knowledge and Lavinia). This review was presented to the Advisory Cohort for feedback.

In the final presentation, the CM proposed the adoption of "Insight Humanities" by the Lavinia Group. They have a well thought out, scripted program that uses authentic children's literature to build student knowledge. Additionally, through student project work, inquiry methods, and virtual field trips, this program utilizes culturally responsive strategies. Three units per course will be customized to expand Insight Humanities for year-long social studies courses. These additional units will more fully address FL content standards, including geography and primary source analysis skills.

<u>Lavinia Group – "Insight Humanities"</u>

- 5-year commitment for curriculum materials

K	Annual cost per campus (based on 125 students)	$2,125.00
	Projected annual costs for project materials/classroom	$200.00
	Trade books (for read alouds for pre- written units) per teacher – one time	$627.11
	Trade books (for read alouds for customized units) per teacher – one time	TBD
1	Annual cost per campus (based on 125 students)	$2,125.00
	Projected annual costs for project materials/classroom	$200.00
	Trade books (for read alouds for pre-written units) per teacher – one time	$439.04
	Trade books (for read alouds for customized units) per teacher – one time	TBD
2	Annual cost per campus (based on 125 students)	$2,125.00
	Projected annual costs for project materials/classroom	$200.00
	Trade books (for read alouds for pre-written units) per teacher – one time	$658.53
	Trade books (for read alouds for customized units) per teacher – one time	TBD

- Professional Development (cost per campus, year 1)
  - 1 full training day at the beginning of the year - $3,000
  - 5 days of onsite teacher development and coaching - $13,500
  - 3 seats at the Implementation Institute ($1950 value) – Included

Note: Because of the nature of Lavinia's work and materials, it is imperative that we finalize our contract no later than February 19th. Once the contract is finalized, Lavinia will begin their customizing work and the Curriculum Manager will have full access to the current materials to begin lesson planning in advance of the 2021-22 school year.

CONSULTING AGREEMENT

THIS AGREEMENT entered into_____, by and between Lavinia Group, LLC (hereinafter "Consultant") and IDEA Florida Inc. (hereinafter "Client").

WHEREAS, Client wishes to retain Consultant, and Consultant desires to be engaged by Client, to perform certain consulting services described herein (the "Consulting Services");

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Consulting Services.** Consultant agrees to provide the following services (in conjunction with the Client staff) which may be modified from time to time by agreement in writing with Client. Expected time commitment is **between February 15, 2021 and June 30, 2026.**

- **Custom Curriculum Development.** Consultant develops custom Insight Humanities Social Studies curriculum units per the proposal dated December 18, 2020 (Exhibit 1).
- **Curriculum Licensing.** Consultant grants Client a license to the curriculum materials outlined in the attached License Agreement (Exhibit 2).

Client and Consultant agree that Consultant shall function and perform the Consulting Services as an independent contractor (as described in Paragraph 6 below). In no event may Consultant execute any agreement on behalf of Client.

2. **Term of Agreement.** This Agreement shall be in effect from **February 15, 2021** and shall continue through **June 30, 2026**. At any time during the Term, the parties may agree to extend the Agreement, by executing a mutual written agreement to that effect.

3. **Consulting Fee.** As a full and complete fee for Consultant's services hereunder, Consultant will be paid the following rate:

For curriculum services, Client shall pay the rates outlined in the proposal dated December 18, 2020 (Exhibit 1). The rates for the 2021-2022 school year are based on the enrollment numbers provided by Client in the proposal dated December 18, 2020 (Exhibit 1). The enrollment numbers for rate calculation may be adjusted for the succeeding year of the Agreement if provided to Consultant by May 1 of each year. Rates may only be adjusted after May 1 if enrollment changes in one grade level by more than fifteen percent (15%).

For the 2021-2022 school year, Client will pay Consultant 25% of the annual curriculum costs by March 1, 2021 ($1,593.75 per campus). Client will pay Consultant the remaining 75% of the annual curriculum costs by June 1, 2021 ($4,781.25 per campus). For subsequent years, 100% of the annual curriculum costs are due on June 1.

The final payment under this Agreement shall be due June 1, 2025.

4. Expenses. Consultant will be reimbursed for travel expenses to Florida (hotels, flights, car services) in accordance with Federal GSA defined per diem rates. Travel expenses exceeding GSA per diem rates must be approved by IDEA Florida Inc. prior to incurring expenses. Consultant shall not be reimbursed for any out-of-pocket expenses related to the Services provided under this Agreement unless approved in advance in writing by Client.

5. Independent Contractor Status.

a. Consultant is not being engaged by Client on a full-time, exclusive basis and Consultant will retain the right to perform Consultant's services for other third-parties and engage in other activities during the term of this Agreement, provided such other services do not create a conflict of interest with Client or cause Client to be in violation of any applicable law, rule or regulation. Consultant and Client intend and agree that Consultant is an independent contractor and that nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee, agency, partnership, or joint venture between Client and Consultant. Consultant hereby acknowledges and agrees that it will have no authority to enter into or incur any obligation or liability on Client's behalf.

b. Client will not control and will have no right to control the manner, means or method by which Consultant performs services. However, Client will have the right to exercise general supervision over the results to be derived from Consultant's services and the date by which such services will be completed, and will determine whether such services were satisfactory to Client.

c. Consultant will bear sole responsibility for compliance with all applicable laws and for reporting and payment on behalf of Consultant and any of its employees or agents providing services to Client pursuant to this Agreement, of any federal, state or local income or employment tax or withholding, unemployment insurance, workers' compensation insurance, liability insurance, health insurance, retirement or other welfare or pension benefits, and/or other payments and expenses. Consultant understands and agrees that neither Consultant nor any of its employees or agents providing services under this Agreement are eligible for, and will not be eligible to participate in, any Client employee benefit plans or programs. Consultant, and its employees and agents providing services to Client under this Agreement, hereby waive any right or claim to wages, compensation incentives, bonuses, profit-sharing participation, unemployment insurance, health insurance, or participation in any employee benefit plan, policy or program sponsored by Client that may be provided to employees of Client.

d. If at any time there is a challenge to the status of Consultant as an independent contractor, or of any of its employees or agents providing services to Client under this Agreement as non-employees of Client, Consultant agrees promptly to give Client notice thereof and to cooperate fully with Client in defending such challenge if so requested.

6. Confidential and Proprietary Information.

(a) Confidential and Proprietary Information; Nondisclosure. As used herein, the term "Confidential Information" shall mean all information, compilations, business plans, technical and financial information, student data and the like, in whatever form or medium, and whether oral or written and whether designated or marked "Confidential," or the like, which (a) relate to the products, services or

business of Client and which have not been disclosed to the general public or which Consultant knows or should know are not generally known to the public, (b) are derived from the use or application of the foregoing, or (c) is personally identifiable information about a student that has not been otherwise deemed "directory information" by pursuant to the federal Family Educational Rights Privacy Act (20 U.S.C.

1232g et seq.).

Consultant acknowledges that Confidential Information constitutes a valuable proprietary asset of Client, and that Consultant shall not obtain any right or license to any Confidential Information. Consultant agrees that it will not at any time directly or indirectly disclose Confidential Information to any person or entity outside of Client or make any use of such Confidential Information in any way, other than as is reasonably required to provide the Consulting Services. Consultant agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

(b) Intellectual Property. All materials developed or provided by Consultant or its agents pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by Consultant to provide the Services to Client including, without limitation, all copyrights, trademarks, trade secrets, and other proprietary rights are and will remain the sole and exclusive property of Consultant. Unauthorized copying, reverse engineering, and creating unauthorized derivative works based on such material is expressly forbidden except as outlined in this Agreement.

7. **Representations and Warranties**. By executing this Agreement, Consultant represents and warrants that: (a) the Services and Deliverables described herein will be performed in a professional and workmanlike manner in accordance with the highest standard of care of similar professionals in the field;
(b) use by Client, its affiliates, subsidiaries, assignees and licensees of the materials provided by Consultant, if any, will not violate or infringe any patent, copyright, trademark, trade secret or other personal or proprietary rights of any party; (c) Consultant will not enjoin or interfere with the distribution, licensing or exploitation of Client's merchandise or other products.

8. **Non-Disparagement.** Consultant acknowledges and agrees that at no time during or after its engagement with Client will Consultant publicly disparage in any way Client or any of its affiliates, subsidiaries, parent companies, employees, officers, agents, shareholders, partners or directors.

9. **Compliance with Public Records Laws** Consultant shall comply with public records laws, to the extent applicable, as set forth in Chapter 119, Florida Statutes; and shall:

(a) 1. Keep and maintain public records required by the Client to perform the service.

- 2. Upon request from the Client's custodian of public records, provide the Client 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.
- 3. 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 CONSULTANT does not transfer the records to the Client.4.
- Upon completion of the contract, transfer, at no cost, to the Client all public records in possession of the CONSULTANT or keep and maintain public records required by the Client to perform the services.

10. **Compliance with Laws and Regulations.** While providing services for Client, Consultant (or any of its employees or agents providing services to Client pursuant to this Agreement) shall comply with all applicable laws, rules and regulations.

11. **Waiver.** Unless agreed in writing, the failure of either party, at any time, to require performance by the other of any provisions hereunder shall not affect its right thereafter to enforce the same, nor shall a waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any other preceding, succeeding, or simultaneous breach of any term or provision of this Agreement. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

12. **Severability.** The invalidity or unenforceability, in whole or in part, of any covenant, promise, or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word of any provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.

13. **Governing Law.** For all purposes, this Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York. The parties irrevocably agree to the

exclusive jurisdiction of the courts of the state of New York but waive any right to a jury trial.. If any legal action is brought by either party arising from, or related to, the subject matter of this Agreement, the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs.

14. **Completeness and Modification.** This Agreement constitutes the entire understanding between the parties hereto superseding all prior and contemporaneous agreements or understandings among the parties hereto concerning the services contemplated under this Agreement. This Agreement may, without further consideration, be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute but one agreement.

16. **Headings.** The headings used herein are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

17. **Survival.** Any termination of this Agreement shall not affect the ongoing provisions of this Agreement which shall survive such termination in accordance with their terms.

18. **Notices.** Any notice or other communication required or which may be given hereunder shall be in writing to the party to whom notice is to be given at the addresses set forth above.

IN WITNESS WHEREOF, the parties have duly executed and delivered the Agreement as of the date first above written.

ACCEPTED AND AGREED:	ACCEPTED AND AGREED:
CLIENT	LAVINIA GROUP, LLC
By:_____	By: _____
Name:_____	Name: Arin Lavinia
Title:_____	Title: Founder and CEO

Exhibit 1

Insight Humanities™ Social Studies Curriculum
5 Year Proposal for IDEA Public Schools – 12.18.20

IDEA Public Schools - Florida
2021–2026

Curriculum - Florida (Per Year, Per Campus)					
Product & Description	**Year**	**Grade**	**Students**	**Price Per Student**	**Total Price**
Insight Humanities™ Social Studies Kindergarten Curriculum Package • 3 complete units with daily scripted lessons • Teacher digital subscriptions for 1 year • Consumable student handouts • Unit assessments	2021–2022	Kindergarten	125	$17.00 ~~$24.00~~ **29% discount***	$2,125.00 ~~$3,000.00~~
3 Customized Insight Humanities™ Social Studies Kindergarten Units for IDEA Public Schools Florida • 3 complete units with daily scripted lessons aligned to a scope and sequence designed by Lavinia Group and IDEA Public Schools • Teacher digital subscriptions for 1 year • Consumable student handouts • Unit assessments	2021–2022	Kindergarten	125	**FREE** ~~$24.00~~	**FREE** ~~$3,000.00~~
Insight Humanities™ Social Studies Grade 1 Curriculum Package • 3 complete units with daily scripted lessons • Teacher digital subscriptions for 1 year • Consumable student handouts • Unit assessments	2021–2022	Grade 1	125	$17.00 ~~$24.00~~ **29% discount***	$2,125.00 ~~$3,000.00~~
3 Customized Insight Humanities™ Social Studies Grade 1 Units for IDEA Public Schools Florida • 3 complete units with daily scripted lessons aligned to a scope and sequence designed by Lavinia Group and IDEA Public Schools • Teacher digital subscriptions for 1 year • Consumable student handouts • Unit assessments	2021–2022	Grade 1	125	**FREE** ~~$24.00~~	**FREE** ~~$3,000.00~~

Insight Humanities™ Social Studies Grade 2 Curriculum Package • 3 complete units with daily scripted lessons • Teacher digital subscriptions for 1 year • Consumable student handouts • Unit assessments	2021–2022	Grade 2	125	$17.00 ~~$24.00~~ **29% discount***	$2,125.00 ~~$3,000.00~~
3 Customized Insight Humanities™ Social Studies Grade 2 Units for IDEA Public Schools Florida • 3 complete units with daily scripted lessons aligned to a scope and sequence designed by Lavinia Group and IDEA Public Schools • Teacher digital subscriptions for 1 year • Consumable student handouts • Unit assessments	2021–2022	Grade 2	125	**FREE** ~~$24.00~~	**FREE** ~~$3,000.00~~
Standard Rate					**$18,000.00**
Total Discounts for IDEA*					**$11,625.00**
Total Curriculum Costs Grades K-2 (Per Year, Per Campus)					**$6,375.00**

**The pricing above only reflects grades K-2. As grades 3-5 are added in Florida, the student fee of $17.00 per year will apply.

Additional Costs (Per Classroom) - Florida **Trade books can be purchased through 3rd party vendors* **Classroom project supplies can be ordered through typical classroom supply vendors*	
Trade Books: Kindergarten (one time purchase per classroom)	$627.11
Trade Books: Grade 1 (one time purchase per classroom)	$439.04
Trade Books: Grade 2 (one time purchase per classroom)	$658.53
Project Supplies (annual cost per classroom)	$200.00

LAVINIA GROUP INSIGHT HUMANITIES™

Exhibit 2

License Agreement

This License Agreement (the "Agreement") is made and entered into as of the last date set forth next to the signatures below (the "Effective Date"), by and between IDEA Public Schools (the "Licensee"), and The Lavinia Group, LLC (the "Licensor") (each a "Party" and collectively, the "Parties").

1. Intellectual Proprietary Rights; License

1.1 The Curriculum Materials. For the purposes of this Agreement, "Curriculum Materials" include all materials reflecting the Insight Humanities curriculum, which includes, without limitation, PowerPoint slides, videos, recordings of trainings/meetings, training methods described and deployed on paper, Intellectual Prep Agenda methodology and materials, Student Work-Study templates, rubrics, lesson plans and overviews, booklists, student-facing materials. The Curriculum Materials include, as examples, the following:

Category	Curriculum Materials
Professional Development for Insight Humanities	• PPT Slides and handouts • Videos • Recordings of trainings/meetings • Work-Study templates • Intellectual Preparation templates • Main Idea/Short Response Coaching Guides/Rubrics
Insight Humanities Curriculum	• Insight Humanities Unit overviews, lesson plans, and corresponding materials • Criteria lists and student coaching tools • Booklists

Licensee acknowledges and agrees that all Curriculum Materials, whether created prior to this Agreement or pursuant to this Agreement, are proprietary to and the exclusive property of Licensor, and that Licensor has all right, title and interest in such Curriculum Materials. Licensee has no right or license with respect to any Curriculum Materials created or delivered except as expressly licensed under Section 1.4 below.

1.2 Licensor's Mark and Tradename. All Curriculum Materials will include The Lavinia Group™ and Lavinia Group Insight Humanities™ trademarks. Licensee agrees to only use this mark and not The Lavinia Group™ mark. Licensee may not (and may not permit others to) remove, obscure or modify any copyright or other notices, source identifiers and designations (including references to Licensor as the source of the Curriculum Materials), logos or trademarks (collectively, "Designations") included in the Curriculum Materials. To the extent that copies of the Curriculum Materials are permitted under this Agreement, Licensee shall contractually require the receiving

party to comply with the Designation requirements. Any videos made or broadcasts done by Licensor or Licensee will have the trademark visible at all times during the presentations where Licensor's materials or methods are being used. During the scope of the Term of this Agreement, Licensee will not advertise the Curriculum Material or any component thereof to be anything other than of The Lavinia Group™. To imply otherwise would generate confusion in the marketplace. Licensee agrees not to display its mark or tradename in conjunction with any Lavinia Group mark so as to avoid any confusion. Upon termination of this Agreement under Section 5, Licensee will cease to use any mark associated with Lavinia Group.

1.3 Curriculum Materials Covenants. Licensee, on behalf of itself and each of its directors, officers, employees and contractors, agrees and covenants: not to use, share, disclose, publish, or distribute the Curriculum Materials, or allow them to be used, shared, disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever except as expressly permitted under this Agreement.

1.4 License. During the term of this Agreement (as set forth in Section 5.1), and subject to and conditioned upon Licensee's timely payment of fees and compliance with and performance in accordance with all other terms and conditions of this Agreement, Licensor hereby grants to Licensee, a royalty-free, non-transferable, non-sublicensable license to copy, display, distribute, exhibit, perform, or otherwise use the Curriculum Materials that Licensor delivers to Licensee pursuant to this Agreement for the purpose of implementing the Curriculum Materials to educate Licensee's students, provided, however, that such use of the Curriculum Materials is consistent with the contemplated use as described in this Agreement and the use of the trademarks as described in Sections 1.1 and 1.2 (the "License"). The License shall automatically terminate upon the termination of this Agreement.

1.5 Licensee Materials. Licensee and its licensors are and will remain the sole and exclusive owners of all right, title, and interest in and to any of Licensee's trademarks, copyrights, other intellectual property rights, work product (whether created by Licensee or Licensee's employees or contractors, including Master Teachers) (collectively, "Licensee Materials"). Licensor understands that this Agreement does not, and will not be construed to, grant Licensor any license or right of any nature with respect to the Licensee Materials or any other materials, software, or other tools made available to Licensor by the Licensee or its contractors.

1.6 Returns, Destruction of Proprietary Information. Recipient acknowledges and agrees that all Curriculum Materials are and shall remain the property of Licensor. By disclosing Curriculum Materials, Licensor does not grant directly or indirectly any express or implied right to Licensee under any licenses, patents, copyrights, trademarks, know-how or trade secret except as otherwise provided herein. Licensee agrees that it will return or destroy all documents and tangible property in its possession which contain any part of the Curriculum Materials disclosed to Licensee by Licensor hereunder in accordance with Section 5.3.

1.7 Limitation on Use. Licensee shall use the Curriculum Materials only in connection with the furtherance of the business relationship between the Parties, and Licensee shall make no further use, in whole or in part, of any Curriculum Materials. However, nothing in this Agreement shall restrict Licensor from using, disclosing or disseminating the Curriculum Materials in any way.

1.8 Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT LICENSOR IS PROVIDING THE CURRICULUM MATERIALS "AS IS", AND LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON- INFRINGEMENT. No rights or obligations other than those expressly recited herein are implied by this Agreement.

2. Payment

2.1 Licensee will pay Licensor according to the fee structure outlined in the December 18, 2020 proposal and subsequent Consulting Agreement, and according to the schedule in the Consulting Agreement.

3. Representations and Warranties

3.1 Licensor's Representations and Warranties. Licensor represents, warrants and covenants that (i) Licensor has the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform the obligations in this Agreement; (ii) Licensor will provide the Curriculum Materials in compliance with all applicable laws, and regulations; (iii) Licensor's performance of all of the terms of this Agreement and the provision of the Curriculum Materials to the Licensee do not and will not breach or conflict with any agreement with a third party; (iv) Licensor shall maintain industry standard data security measures; and (v) the Curriculum Materials and any electronic files transmitted from Licensor to Licensee will be free of viruses and other harmful components.

3.2 Licensee's Representations and Warranties. Licensee represents, warrants and covenants that (i) Licensee has the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform the obligations in this Agreement; (ii) Licensee will implement the Curriculum Materials, and provide the results thereof, with the highest degree of professional skill and expertise; (iii) Licensee's performance of all of the terms of this Agreement do not and will not breach or conflict with any agreement with a third party; and (iv) Licensee shall maintain industry standard data security measures.

4. Mutual Indemnification

Each Party to this Agreement (an "Indemnifying Party") agrees to indemnify, defend and settle at its own expense and hold the other Party, including its employees, directors, officers, shareholders, affiliates, successors and assigns (an "Indemnified Party") free and harmless against any and all suits, claims, sanctions, losses, damages, charges and expenses of any kind or character whatsoever (including civil fines or penalties or reasonable attorneys' fees and expenses) incurred by or asserted against the Indemnified Party, to the extent caused by the negligence or willful misconduct in the performance by the Indemnifying Party of its obligations under this Agreement. The Indemnifying Party's obligations are conditioned upon the Indemnified Party: (a) giving the Indemnifying Party prompt written notice of any claim, action, suit or proceeding for which the Indemnified Party is seeking indemnity; (b) granting the Indemnifying Party sole control of the defense and/or settlement thereof; and (c) the Indemnified Party's cooperation in any defense and/or settlement thereof. The Indemnified Party shall not admit any such claim without prior consent of the Indemnifying Party. Without limiting the foregoing, Licensee shall indemnify Licensor for any

losses, injuries, and costs of suits (including reasonable attorney fees and costs) arising out of or resulting from Licensee's use, disclosure, publication or dissemination of the Curriculum Materials, except as permitted under this Agreement.

5. Term and Termination

5.1 Term. The term of this Agreement shall commence on the Effective Date and end upon the earlier of (i) June 30, 2026, or (ii) the termination of this Agreement by either Party pursuant to Section 5.2 below.

5.2 Termination. This Agreement may be terminated by Licensee upon one week's written notice of termination to Licensor. Licensor may terminate this Agreement at any time, provided that Licensee is in material breach of the terms of this Agreement (including Licensee's payment obligations to Licensor). Material breach shall be effective only after Licensor has provided Licensee with written notice of material breach, specifying exactly how Licensee has allegedly breached the Agreement, and Licensee has failed to cure such breach within ten (10) days of receiving such written notice.

5.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, Licensee shall pay to Licensor all fees owing to Licensor as of the date of expiration or termination, to be calculated on a pro-rata, daily basis. All such payments shall be made to Licensor within 30 days of termination. After such expiration or termination, Licensee shall:

(a) Promptly: (i) deliver to Licensor all tangible documents and materials (and any copies) in Licensee's possession, custody or control containing, reflecting, incorporating, or based on the Curriculum Materials; and (ii) permanently erase all such materials from Licensee's computer systems; and

(b) Upon request of Licensor, certify in writing to Licensor that Licensee has complied with the requirements of this Section 5.3.

5.4 Survival. The terms and conditions of this clause and Sections 1, 2, 3, 4, and 6 shall survive the expiration or termination of this Agreement.

6. Miscellaneous

6.1 Notices. All notices and other communications given or made pursuant to this Agreement will be in writing and will be deemed effectively given: (a) upon personal delivery to the Party to be notified; (b) when sent by email or facsimile, at the time the recipient replies or otherwise acknowledges receipt (with an automatically emailed response or automated facsimile indication of receipt not constituting acknowledgment for purposes of this Section); (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) on the date of delivery or attempted delivery by a nationally or internationally recognized courier, as shown by the records of the courier. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to Licensee: Idea Public Schools

2115 W. Pike Blvd
Weslaco, TX 78596

If to Licensor: Lavinia Group, LLC
7 Somers Place
Sag Harbor, NY 11201
Attention: Arin Lavinia
arin@Laviniagroup.org

6.2 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.3 Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the Parties hereto with respect to the specific subject matter hereof and supersedes all prior agreements and undertakings, both written and oral between the Parties with respect to the subject matter hereof, except as expressly provided herein. This Agreement may not be amended or modified except by an instrument in writing signed by Licensor and Licensee.

6.4 Assignment/Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and designees; provided, however, neither Party shall have the right to transfer, assign or delegate its rights or obligations under this Agreement or any portion thereof without the prior written consent of the other Party; provided that either Party may assign or transfer this Agreement to an affiliate or to a parent or successor corporation in the event of a merger, acquisition, or reorganization or a sale of substantially all of a Party's business relating to this Agreement.

6.5 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6.6 Governing Law; Conflict Resolution. This Agreement shall be governed by and construed in accordance with the internal laws of the New York without giving effect to any choice or conflict of law provision or rule (whether of the New York or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in any court of appropriate jurisdiction in New York, and

each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

6.7 Counterparts; Effectiveness. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, scanned PDF, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.8 Electronic Execution. The words "execution," "signed," "signature," and words of similar import shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable Law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Electronic Signatures and Records Act of 1999 (NY State Technology Law §§ 301-309), or any other similar state laws based on the Uniform Electronic Transactions Act.

(signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates reflected below.

Licensor

By: _____ Dated: _____

Arin Lavinia, Founder and CEO
7 Somers Place
Sag Harbor, NY 11963
arin@laviniagroup.org

Licensee

By: _____ Dated: _____

CONSULTING AGREEMENT

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- **Onsite Training**
- **Onsite Teacher Development and Coaching**
- **Institute Seats**

Client and Consultant agree that Consultant shall function and perform the Consulting Services as an independent contractor (as described in Paragraph 5 below). In no event may Consultant execute any agreement on behalf of Client.

2. **Term of Agreement.** This Agreement shall be in effect from February 15, 2021 and shall continue through June 30, 2026. At any time during the Term, the parties may agree to extend the Agreement, by executing a mutual written agreement to that effect.

3. **Consulting Fee.** As a full and complete fee for Consultant's services hereunder, Consultant will be paid the following rate:

For professional development services, Client shall pay the rates outlined in the proposal dated December 18, 2020 (Exhibit 1).

Client will pay Consultant one twelfth (1/12) of the annual costs **per campus** ($1,375 for professional development) on the 1st of each month, with the first payment due on July 1, 2021.

The final payment under this Agreement shall be due June 1, 2026.

4. **Expenses.** Consultant will be reimbursed for travel expenses to Florida (hotels, flights, car services) in accordance with Federal GSA defined per diem rates. Travel expenses exceeding GSA per diem rates must be approved by IDEA Florida Inc. prior to incurring expenses. Consultant shall not be reimbursed for any out-of-pocket expenses related to the Services provided under this Agreement unless approved in advance in writing by Client.

5. **Independent Contractor Status.**

(a) Consultant is not being engaged by Client on a full-time, exclusive basis and Consultant will retain the right to perform Consultant's services for other third parties and engage in other activities during the term of this Agreement, provided such other services do not create a conflict of interest with Client or cause Client to be in violation of any applicable law, rule or regulation. Consultant and Client intend and agree that Consultant is an independent contractor and that nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee, agency, partnership, or joint venture between Client and Consultant. Consultant hereby acknowledges and agrees that it will have no authority to enter into or incur any obligation or liability on Client's behalf.

(b) Client will not control and will have no right to control the manner, means or method by which Consultant performs services. However, Client will have the right to exercise general supervision over the results to be derived from Consultant's services and the date by which such services will be completed, and will determine whether such services were satisfactory to Client.

(c) Consultant will bear sole responsibility for compliance with all applicable laws and for reporting and payment on behalf of Consultant and any of its employees or agents providing services to Client pursuant to this Agreement, of any federal, state or local income or employment tax or withholding, unemployment insurance, workers' compensation insurance, liability insurance, health insurance, retirement or other welfare or pension benefits, and/or other payments and expenses. Consultant understands and agrees that neither Consultant nor any of its employees or agents providing services under this Agreement are eligible for, and will not be eligible to participate in, any Client employee benefit plans or programs. Consultant, and its employees and agents providing services to Client under this Agreement, hereby waive any right or claim to wages, compensation incentives, bonuses, profit-sharing participation, unemployment insurance, health insurance, or participation in any employee benefit plan, policy or program sponsored by Client that may be provided to employees of Client.

(d) If at any time there is a challenge to the status of Consultant as an independent contractor, or of any of its employees or agents providing services to Client under this Agreement as non-employees of Client, Consultant agrees promptly to give Client notice thereof and to cooperate fully with Client in defending such challenge if so requested.

6. Confidential and Proprietary Information.

(a) Confidential and Proprietary Information; Nondisclosure. As used herein, the term "Confidential Information" shall mean all information, compilations, business plans, technical and financial information, student data and the like, in whatever form or medium, and whether oral or written and whether designated or marked "Confidential," or the like, which (a) relate to the products, services or business of Client and which have not been disclosed to the general public or which Consultant knows or should know are not generally known to the public, (b) are derived from the use or application of the foregoing, or (c) is personally identifiable information about a student that has not been otherwise deemed "directory information" by pursuant to the federal Family Educational Rights Privacy Act (20 U.S.C. 1232g et seq.).

Consultant acknowledges that Confidential Information constitutes a valuable proprietary asset of

Client, and that Consultant shall not obtain any right or license to any Confidential Information. Consultant agrees that it will not at any time directly or indirectly disclose Confidential Information to any person or entity outside of Client or make any use of such Confidential Information in any way,

other than as is reasonably required to provide the Consulting Services. Consultant agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

(b) Intellectual Property. All materials developed or provided by Consultant or its agents pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by Consultant to provide the Services to Client including, without limitation, all copyrights, trademarks, trade secrets, and other proprietary rights are and will remain the sole and exclusive property of Consultant. Unauthorized copying, reverse engineering, and creating unauthorized derivative works based on such material is expressly forbidden except as outlined in this Agreement.

7. Representations and Warranties. By executing this Agreement, Consultant represents and warrants that: (a) the Services and Deliverables described herein will be performed in a professional and workmanlike manner in accordance with the highest standard of care of similar professionals in the field;
(b) use by Client, its affiliates, subsidiaries, assignees and licensees of the materials provided by Consultant, if any, will not violate or infringe any patent, copyright, trademark, trade secret or other personal or proprietary rights of any party; (c) Consultant will not enjoin or interfere with the distribution, licensing or exploitation of Client's merchandise or other products.

8. Non-Disparagement. Consultant acknowledges and agrees that at no time during or after its engagement with Client will Consultant publicly disparage in any way Client or any of its affiliates, subsidiaries, parent companies, employees, officers, agents, shareholders, partners or directors.

9. Compliance with Public Records Laws Consultant shall comply with public records laws, to the extent applicable, as set forth in Chapter 119, Florida Statutes; and shall:

(a) 1. Keep and maintain public records required by the Client to perform the service.

- 2. Upon request from the Client's custodian of public records, provide the Client 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.
- 3. 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 CONSULTANT does not transfer the records to the City.4.
- Upon completion of the contract, transfer, at no cost, to the Client all public records in possession of the CONSULTANT or keep and maintain public records required by the Client to perform the services.

10. Consultant's Employee Screening. A Florida Law, the Jessica Lundsford Act, requires a vendor who will have employees present on charter school property to undergo a Level II

background screening, which consists of an FDLE/FBI search if vendor representatives will be at a school when students are present, have direct contact with students, or have access to or control of school funds. If no personnel will meet any of the three criteria, the law does not apply and no action needed. For vendors providing services to charter schools in the Hillsborough District, more information may be found at www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp. Consultant agrees to fully comply with all applicable requirements, and demonstrate such compliance to the client before employees are on school property.

11. **Compliance with Laws and Regulations.** While providing services for Client, Consultant (or any of its employees or agents providing services to Client pursuant to this Agreement) shall comply with all applicable laws, rules and regulations.

12. **Waiver.** Unless agreed in writing, the failure of either party, at any time, to require performance by the other of any provisions hereunder shall not affect its right thereafter to enforce the same, nor shall a waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any other preceding, succeeding, or simultaneous breach of any term or provision of this Agreement. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

13. **Severability.** The invalidity or unenforceability, in whole or in part, of any covenant, promise, or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word of any provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.

14. **Governing Law.** For all purposes, this Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York. The parties irrevocably agree to the exclusive jurisdiction of the courts of the state of New York, but waive any right to a jury trial. If any legal action is brought by either party arising from, or related to, the subject matter of this Agreement, the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs.

15. **Completeness and Modification.** This Agreement constitutes the entire understanding between the parties hereto superseding all prior and contemporaneous agreements or understandings among the parties hereto concerning the services contemplated under this Agreement. This Agreement may, without further consideration, be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute but one agreement.

17. **Headings.** The headings used herein are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

18. **Survival.** Any termination of this Agreement shall not affect the ongoing provisions of this Agreement which shall survive such termination in accordance with their terms.

19. **Notices.** Any notice or other communication required or which may be given hereunder shall be in writing to the party to whom notice is to be given at the addresses set forth above.

IN WITNESS WHEREOF, the parties have duly executed and delivered the Agreement as of the date first above written.

ACCEPTED AND AGREED:	ACCEPTED AND AGREED:
CLIENT	LAVINIA GROUP, LLC
By:_____	By: _____
Name:_____	Name: Arin Lavinia
Title:_____	Title: Founder and CEO

Exhibit 1

IDEA Public Schools - Florida
Professional Development

Professional Development Bundle (Per Campus)					
Item	**Year**	**Quantity**	**List Price**	**Discount***	**Total Price**
Onsite Training Day	2021–2022	1	$3,000.00		$3,000.00
Onsite Teacher Development and Coaching Days	2021–2022	5	$3,000.00	10%	$13,500.00 ~~$15,000.00~~
Insight Humanities Social Studies Implementation Institute Seats	2021–2022	3	$650.00	**FREE**	**FREE** ~~$1,950.00~~
Standard Rate					**$19,950.00**
Total Discounts for IDEA*					**$3,450.00**
Total Professional Development Costs (Per Campus)					**$16,500.00**

Jackie Taslim
jackie@laviniagroup.org

January 29, 2021

Elliott Nguyen
Director of Procurement
IDEA Public Schools
viet.nguyen@ideapublicschools.org

Dear Elliot,

I can confirm that all the content we will provide through our curriculum, Insight Humanities ™, is the original work of Lavinia Group, and therefore Lavinia Group is the rightful copyright owner of the provided content.

Sincerely,

Jackie Taslim

Jackie Taslim
Partner, Lavinia Group