IDEA Florida
Consent Item: A
April 23, 2021

Subject: License and Services Agreement: Tyler Technologies

Proposed Board Action: For Approval

Executive Summary:

The proposed agreement with Tyler Technologies will add Florida as an entity under the existing agreement between IDEA Public Schools and Tyler Technologies. The agreement will provide for full access to the suite of applications and functionalities Tyler provides to IDEA to support areas including, General Ledger accounting, accounts payable, bid management, budgeting, cash management, contract management, employee expense reimbursement, project and grant accounting, purchase orders, requisitions, accounts receivable, and more.

Projected Spend: $92,686

Supporting Documentation: Tyler Sales Quote, Tyler License and Services Agreement

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means IDEA Public Schools (Florida).
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment

Summary.

- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us),

you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may

consider necessary to account for your lack of ongoing training on the Tyler Software;

(iv) be charged for a minimum of two (2) hours of support services for every support call; and

(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects

and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

   1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

   1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

   1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in

the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or

purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of

performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: Christopher P. Hepburn

Title: President, Enterprise Group

Date: November 06, 2019

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

IDEA Public Schools (Florida)

By: _____

Name: Wyatt Truscheit

Title: Chief Financial Officer

Date: October 29, 2019

Address for Notices:
IDEA Public Schools (Florida)
2115 West Pike Boulevard
Weslaco, TX 78599
Attention: Chief Financial Officer

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Jeff Keller
Date:	7/7/2019
Quote Expiration:	12/24/2019
Quote Name:	IDEA Public Schools-ERP-Munis Florida
Quote Number:	2019-88468
Quote Description:	

Sales Quotation For

IDEA Public Schools (FL)
2115 W. Pike Bldv
Weslaco, TX 78599
Phone +1 (956) 377-8000

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL	$12,900.00	88	$15,400.00	$0.00	$28,300.00	$2,322.00
Accounts Payable	$5,200.00	24	$4,200.00	$0.00	$9,400.00	$936.00
Bid Management	$2,200.00	16	$2,800.00	$0.00	$5,000.00	$396.00
Budgeting	$5,200.00	32	$5,600.00	$0.00	$10,800.00	$936.00
Cash Management	$2,750.00	16	$2,800.00	$0.00	$5,550.00	$495.00
Contract Management	$1,800.00	16	$2,800.00	$0.00	$4,600.00	$324.00
Employee Expense Reimbursement	$2,200.00	16	$2,800.00	$0.00	$5,000.00	$396.00
Project & Grant Accounting	$3,300.00	16	$2,800.00	$0.00	$6,100.00	$594.00
Purchase Orders	$4,400.00	16	$2,800.00	$0.00	$7,200.00	$792.00
Requisitions	$2,750.00	16	$2,800.00	$0.00	$5,550.00	$495.00
Revenue:						
Accounts Receivable	$3,850.00	32	$5,600.00	$0.00	$9,450.00	$693.00
General Billing	$2,850.00	16	$2,800.00	$0.00	$5,650.00	$513.00
Productivity:						
Tyler Forms Processing	$7,500.00	0	$0.00	$0.00	$7,500.00	$1,500.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Content Manager SE	$9,000.00	32	$5,600.00	$0.00	$14,600.00	$1,620.00
Munis Analytics & Reporting	$5,300.00	40	$7,000.00	$0.00	$12,300.00	$954.00
eProcurement	$2,750.00	16	$2,800.00	$0.00	$5,550.00	$495.00
Sub-Total:	$73,950.00		$68,600.00	$0.00	$142,550.00	$13,461.00
Less Discount:	*$0.00*		*$0.00*	*$0.00*	*$0.00*	*$13,461.00*
TOTAL:	**$73,950.00**	**392**	**$68,600.00**	**$0.00**	**$142,550.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - New Server Install-WIN	1	$4,000.00	$0.00	$4,000.00
Munis Admin & Security	16	$175.00	$0.00	$2,800.00
Project Planning Services	1	$4,000.00	$0.00	$4,000.00
Self-Service Installation Fee - Client Hosted (Existing Customers)	1	$1,500.00	$0.00	$1,500.00
Tyler Content Manager SE Forms GoDocs Upgrade (Existing Clients)	1	$2,500.00	$0.00	$2,500.00
Tyler Content Manager SE Installation (Existing Clients)	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Financial	1	$1,400.00	$0.00	$1,400.00
Tyler Forms Library - General Billing	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Library - Payroll	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Processing Configuration	1	$1,500.00	$0.00	$1,500.00
Tyler PO Distribution - Level 1	1	$500.00	$0.00	$500.00
TOTAL:				**$22,100.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$1,650.00*			*$0.00*
TOTAL:				**$1,650.00**			**$0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$73,950.00	$0.00
Total Tyler Services	$90,700.00	$0.00
Total 3rd Party Hardware, Software and Services	$1,650.00	$0.00
Summary Total	**$166,300.00**	**$0.00**
Contract Total	**$166,300.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: 10/29/2019

Print Name: Wyatt Truschelt, CFO P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL	$12,900.00	$0.00	$12,900.00	$2,322.00	$2,322.00	$0.00
Accounts Payable	$5,200.00	$0.00	$5,200.00	$936.00	$936.00	$0.00
Bid Management	$2,200.00	$0.00	$2,200.00	$396.00	$396.00	$0.00
Budgeting	$5,200.00	$0.00	$5,200.00	$936.00	$936.00	$0.00
Cash Management	$2,750.00	$0.00	$2,750.00	$495.00	$495.00	$0.00
Contract Management	$1,800.00	$0.00	$1,800.00	$324.00	$324.00	$0.00
Employee Expense Reimbursement	$2,200.00	$0.00	$2,200.00	$396.00	$396.00	$0.00
Project & Grant Accounting	$3,300.00	$0.00	$3,300.00	$594.00	$594.00	$0.00
Purchase Orders	$4,400.00	$0.00	$4,400.00	$792.00	$792.00	$0.00
Requisitions	$2,750.00	$0.00	$2,750.00	$495.00	$495.00	$0.00
Revenue:						
Accounts Receivable	$3,850.00	$0.00	$3,850.00	$693.00	$693.00	$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
General Billing	**$2,850.00**	**$0.00**	**$2,850.00**	**$513.00**	**$513.00**	**$0.00**
Productivity:						
eProcurement	$2,750.00	$0.00	$2,750.00	$495.00	$495.00	$0.00
Munis Analytics & Reporting	$5,300.00	$0.00	$5,300.00	$954.00	$954.00	$0.00
Tyler Content Manager SE	$9,000.00	$0.00	$9,000.00	$1,620.00	$1,620.00	$0.00
Tyler Forms Processing	$7,500.00	$0.00	$7,500.00	$1,500.00	$1,500.00	$0.00
TOTAL:	**$73,950.00**	**$0.00**	**$73,950.00**	**$13,461.00**	**$13,461.00**	**$0.00**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

Comments

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler

Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation)** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

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1.1 In this Agreement: a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.

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A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

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6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

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7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

Quoted By:	Jeff Keller
Date:	3/24/2021
Quote Expiration:	9/20/2021
Quote Name:	IDEA PS Florida-ERP-HCM Munis
Quote Number:	2021-125366
Quote Description:	

Sales Quotation For

IDEA Public Schools (FL)
2115 W. Pike Bldv
Weslaco, TX 78599
Phone +1 (956) 377-8000

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Human Capital Management:						
Human Resources & Talent Management	$14,400.00	88	$16,280.00	$0.00	$30,680.00	$2,592.00
Payroll w/ESS	$17,300.00	168	$31,080.00	$2,000.00	$50,380.00	$3,114.00
TOTAL:	**$31,700.00**	**256**	**$47,360.00**	**$2,000.00**	**$81,060.00**	**$5,706.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Management	32	$185.00	$0.00	$5,920.00
TOTAL:				**$5,920.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$31,700.00	$5,706.00
Total Tyler Services	$55,280.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$86,980.00**	**$5,706.00**
Contract Total	**$92,686.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Payroll - Standard	$2,000.00	$0.00	$2,000.00
TOTAL:			**$2,000.00**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Comments

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

IDEA Florida
Board Consent Item B
April 23, 2021

Subject: Lease addendum for technology for students and staff

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Proposed Board Action: For Approval

Executive Summary:

In August 2020, the IDEA Florida Board approved a Master Lease Agreement with Insight Investments, Inc. The proposed item is an additional schedule under the existing agreement to lease up to 1,160 Lenovo 300e Chromebooks for students, with cases for each Chromebook. Additionally, the proposed schedule will allow for the leasing of laptops for staff.

The proposed schedule is a 42-month term, with total monthly lease payments for each year as follows:

Year 1: $166,963.96
Year 2: $166963.96
Year 3: $166,963.96
Year 4: $134,742.96

Supporting Documentation: Master Lease 9425; IT Leasing Overview Presentation

Presenter: Efren Montenegro, Managing Director of Technology Operations, IDEA Public Schools

Insight Financial Services™

IT LEASING OVERVIEW

IDEA Public Schools

IDEA Public Schools Florida, Inc.

Partnership Overview – IDEA PUBLIC SCHOOLS

- Partnership Established in 2015 with Insight Financial Services (IFS)
- Since 2015, IFS has been supporting our rampant growth for IDEA TX, IPS Enterprises, LLC, NOLA, LA and FL locations
- IDEA has entered into a total of (22) Lease Schedules
- Incorporated a lease structure to align with our financial and operational objectives
- IFS works closely with our IT vendors to ensure smooth and seamless ordering process
- Customized Asset & Lease Management tool is tremendously valuable for IDEA to manage both assets and lease details
- Multiple schedules have matured - EOT process seamless with 0% damage chargebacks YTD
- Flexibility to accept like-kind returns for Staff and Student devices has helped reduce cost of missing units

Stages Of The IFS Lease And Refresh Program

Lease & Asset Management System

LEASE MANAGEMENT
- Personalized Executive Dashboard
- Alerts to Maturing Leases
- View Executed Lease Agreements
- Import External Leases Contracts
- Review & Download Invoices

ASSET MANAGEMENT
- Track Asset Details
- Create User Defined Fields
- Submit Change Request Tickets
- Simplify Refresh with Returns Center
- Import External Assets

REPORTING
- Generate Right-Of-Use Reports
- Annually SOC 1 Audited
- Run Lease Runoff Report
- View Aging Report
- Create Customized Reports

INTEGRATIONS
- Flexible API Options
- Available as SOAP & REST
- Proven ServiceNow Compatibility
- Reduce Duplicate Entry
- Setup Automatic Updates

Student & Staff Devices – Lease Structure Overview

LEASE STRUCTURE OVERVIEW STAFF DEVICES

- Estimated ordering date: April 2021
- Estimated hardware delivery & acceptance: 7/31/2021
- Lease Commencement Date: 8/1/2021
- Lease Term: 42-months
- 6-Month Transition: Reduced Monthly Payment
- Total Term of Lease: 48-Months
- Lease Termination Date: 7/31/2025

INCLUDED WITH LEASE

- Data Wipe for Laptops at IFS Technology Center
- One-time Pack & Ship at End of Lease
- 10% Forgiveness for Chromebooks

Staff Device Lease - Preliminary Cost For IDEA Florida, Inc.

Staff Laptops + Receptionist Desktops

Asset Description	Term	Qty	Unit Price	Ext. Price	Lease Rate	Monthly Payment	6-month RRP Reduced LRF	6-month Payment
Dell Latitude 5420	42-months	190	$ 710.00	$134,900.00	0.023621	$ 3,186.47	0.015	$2,023.50
Dell OptiPlex 7480	42-months	2	$ 999.00	$ 1,998.00	0.023621	$ 47.19	0.015	$ 29.97

Student 1:1 Chromebook Bundle

Asset Description	Term	Qty	Unit Price	Ext. Price	Lease Rate	Monthly Payment	6-month RRP Reduced LRF	6-month Payment
Lenovo 300e Chromebook	42-months	1160	$ 249.00	$288,840.00	0.023621	$ 6,822.69	0.015	$4,332.60
Google Chrome License	42-months	1160	$ 24.00	$ 27,840.00	0.027204	$ 757.36	0.015	$ 417.60
White Glove Deployment Services	42-months	1160	$ 15.99	$ 18,548.40	0.027204	$ 504.59	0.015	$ 278.23
4YR ADP for Chromebooks	42-months	1160	$ 60.00	$ 69,600.00	0.027204	$ 1,893.40	0.015	$1,044.00
Lenovo Case for Chromebook	42-months	1160	$ 24.00	$ 27,840.00	0.025214	$ 701.96	0.015	$ 417.60

Total Cost + Estimated Monthly Lease Payment

Total Extended Cost Staff & Student Devices =	$ 569,566.40
Total Monthly Lease Payment (42-Month Term) =	$ 13,913.66
Total Monthly Lease Payment (6-Month RRP) =	$ 8,543.50
Total Annual Sum of Lease Payments (Year 1) =	$ 166,963.96
Total Annual Sum of Lease Payments (Year 2) =	$ 166,963.96
Total Annual Sum of Lease Payments (Year 3) =	$ 166,963.96
Total Annual Sum of Lease Payments (Year 4) =	$ 134,742.96

Dedicated Account Management Team

Kyle Singer
Account Executive
281.210.1221 | ksinger@ifsleasing.com

Colleen O'Donnell
Senior Vice President, Regional Director
916-333-5395 | codonnell@ifsleasing.com

Jennifer Silva
Supervisor, Lease Administration
714.939.2837 | jsilva@ifsleasing.com

Rangina Sarpas
End of Lease Administration Supervisor
714.939.2846 | rsarpas@insightinvestments.com

Valentina Reymond
Accounts Receivable Coordinator
714.939.2320 | vreymond@ifsleasing.com

Claire Campbell
Customer Success Manager (AMOS Support)
714.939.2352 | amoshelp@ifsleasing.com

Thank You.

IDEA Florida
Board Consent Item C
April 23, 2021

Subject: Contract Approval: Power School

Proposed Board Action: For Approval

Executive Summary:

The proposed contract with Power School Student Information System (SIS) includes licensing, maintenance and support, hosting, SSL certificate, set up, and professional development. Power School is the SIS used by IDEA Public Schools across its entire network and provides robust capabilities including flexible scheduling and attendance tracking, pre-built reports, convenient access to grades and progress and more.

Total cost: $15,925.56

Supporting Documentation: Proposed PowerSchool Agreement and Statement of Work

Presenter: Julene Robinson, Executive Director IDEA Tampa Bay

CONTRACT REQUEST FORM

IDEA Public Schools

☑ New contract ☐ Renewal *(Check one)*

☑ New vendor ☑ Existing vendor *(Check one)*

Date March 30, 2021

Requestor Name and Title Melissa Huffman, RDO

Campus/Department IDEA Tampa Bay

Vendor Name PowerSchool Vendor No. _____

CO-OP Member ☐ Yes ☐ No If YES, which one _____

Description of services

Power School is the Student Information System used across the IDEA Network. IDEA Tampa Bay would like to follow the district standard and use the system to track their students

Contract terms Start date April 1, 2021 End date June 30, 2021

Amount 15925.56

Fund Source (Account string) SOH

Section I. Are you using State/Philanthropic funds for this purchase? ☐ Yes ☑ No

If yes, please do not fill out Section II.

Section II. If using Federal/Grant funds, please refer to the threshold below:

Please note if a co-op vendor used at any stage, it automatically satisfies all criteria for federal funds regardless of threshold.

Is this a Micro Purchase? ($1 - $10,000) ☑ Yes ☐ No

Is this a Small Purchase? ($10,001 - $249,999) ☑ Yes ☐ No If YES, 2 quotes are required. *(Please include vendor and amount on your quotes)*

Vendor/Quote 1 _____

Vendor/Quote 2 _____

Is this Purchase >$250,000? ☐ Yes ☑ No If YES, BID/RFP required

RFP# _____

Award Letter _____

Section III. Board approval required? ☑ Yes ☐ No If YES, provide date of approval 4/29/21

(If amount is >$250,000 and not a co-op vendor, or is not originally approved during the budget process)

Section IV. Urgent request ☑ Yes ☐ No If YES, provide the reason and date needed by 4/1/2021

Management approval Julene Robinson Name and Title Julene Robinson, Executive Director

PowerSchool
Powering Brighter Futures

PowerSchool Group LLC
150 Parkshore Dr, Folsom, CA 95630
Quote #: Q-488157-1
Quote Expiration Date: 31-MAR-2021

Prepared By:	Jennifer Porter	Customer Contact:	Cody Grindle
Customer Name:	IDEA Florida Inc.	Title:	VP of Information Systems
Enrollment:	1,100	Address:	2115 W. Pike Blvd
Start Date:	1-APR-2021	City:	Weslaco
End Date:	30-JUN-2021	State/Province:	Texas
		Zip Code:	78596
		Phone #:	(956) 377-8000

Prorated pricing is reflective of time period from Start Date through End Date as outlined above.
This quote modifies your subscription for the products and services set forth below.

Product Description	Current Quantity	Amended Quantity	Unit	Unit Price	Extended Price
Initial Term 1-APR-2021 - 30-JUN-2021					
License and Subscription Fees					
PowerSchool SIS Licenses	1100		Students	USD 6.00	USD 6,600.00
PowerSchool SIS Maintenance and Support	1100		Students	USD 1.22	USD 1,342.00
PowerSchool SIS Hosting	1100		Students	USD 0.87	USD 959.86
PowerSchool SIS Hosting SSL Certificate	1		Each	USD 99.73	USD 99.73
PD+ Subscription	1100		Students	USD 0.34	USD 373.97
			License and Subscription Totals:	**USD 9,375.56**	
Professional Services and Setup Fees					
PowerSchool SIS Deployment - Basic	1		Each	USD 6,550.00	USD 6,550.00
			Professional Services and Setup Fee Totals:	**USD 6,550.00**	

Quote Total

Total Discount:	**USD 7,975.00**
Initial Term	**1-APR-2021 - 30-JUN-2021**
Initial Term Total	**USD 15,925.56**

Quote Total is reflective of time period from Start Date through End Date as outlined above.
For Annual Ongoing Costs after this initial period, please see Annual Ongoing Fees below.

Annual Ongoing Fees as of 1-JUL-2021

PowerSchool SIS Maintenance and Support	1100		Students	USD 4.89	USD 5,382.75
PowerSchool SIS Hosting	1100		Students	USD 3.50	USD 3,849.99

PowerSchool SIS Hosting SSL Certificate	1	Each	USD 400.02	USD 400.02
PD+ Subscription	1100	Students	USD 1.36	USD 1,499.99

Annual Ongoing Fees Total: **USD 11,132.75**

The term for the services contained in this quote is three (3) years from the date of last signature on this quote.
Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement.
By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at https://www.powerschool.com/msa/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 12-MAR-2021

IDEA Florida, Inc.
Signature:

Printed Name:

Title:

Date:

Statement of Work

Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.

Released January 2021
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected.
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Services identified are for PowerSchool start-up and do not include customizations, including integration layouts, document templates, reports, etc. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

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Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmoleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

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Student Information System Basic Statement of Work

Initiating (Pre-requisites before Planning)

PowerSchool Responsibilities

- Send Welcome Email with Statement of Work
- Identify PowerSchool Project Team
  - Project Manager
  - Implementation Specialist(s)
- Send Customer access to the following:
  - Project Plan
  - Configuration Survey

Completion Criteria

This activity will be considered complete when:

- Customer signs off Statement of Work

Planning

PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
  - Basic Model is forty-five (45) calendar days from the date of the kick-off meeting
- Provide introduction to the Support site
- Explain the implementation process
- Schedule the PowerSchool implementation and training resources based on project timeline
- Update the Project Plan to include implementation timing and resources
- Schedule regular Status Calls as needed

Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Utilize the online Project Plan and Training Plan throughout the project to stay up to date
- Complete the PowerSchool Intake Survey based on information gathered from key stakeholders, and delivery the following:
  - Supporting documents as required (i.e. location, staff and student count, district info, etc.)
  - Extract and convert required data from Customer legacy system to PowerSchool provided templates and format (Data conversion services are available for additional purchase)
- Plan for training and ensure users attend required training sessions
- Update the Project Plan to indicate client tasks completed
- Manage customer business process change throughout the project
- Notify designated PS point of contact when the Intake Survey is complete.

Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines
- Customer completes Configuration Survey

Released October 2020
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Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) for the PowerSchool product(s) undergoing implementation under the scope of this statement of work. Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s).

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO
- Configure AppSwitcher with current and new PowerSchool products

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

Executing

Configuration Collection: Customer Responsibilities

- Complete the PowerSchool Configuration Survey based on information gathered from key stakeholders.
- Provide supporting documents as required (i.e. report cards, grade scales, standards, etc.).
- Consult with customer stakeholders and provide answers to follow-up questions regarding configuration elements.
- Extract data from legacy system into PowerSchool provided templates
- Notify PowerSchool at ClassroomServices@PowerSchool.com you are ready for an implementation specialist to begin configuration.

Completion Criteria

This activity will be considered complete when:

- Configuration collection, associated documentation and data templates are complete and provided to PowerSchool.

System Settings

PowerSchool Configures System Settings:

- Browser Time Out
- Email Setup
- Mobile App Settings
- Password Rules Management
- PowerSchool Licensing
- ReportWorks Administration Settings
- Select Student Options

Released October 2020
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District Configuration

PowerSchool Configures District Settings

(indicates this item will be configured in Basic Model only if required by compliance)*

- District Info
- District Setting Require by State
- Districts of Residence (compliance)
- Years & Terms
- Miscellaneous
- Calendar Membership Types
- Citizenship Codes
- Entry Codes
- Exit Codes
- Scheduling/Reporting Ethnicity Codes
- Federal Ethnicity and Race Settings
- Grade Scales
- GPA Calculations
- Schools/School Info
- *Special Programs
- *Log Types/Subtypes
- *Log Entry Fields

School Configuration

PowerSchool Configures School Settings

- Years and Terms
- Days
- Periods
- Final Grade Setup
- Preferences
- Attendance Code Categories
- Attendance Codes
- Full-Time Equivalencies
- Attendance Conversion
- Bell Schedules
- Calendar Setup
- Miscellaneous Default Settings
- Current Grade Display
- Mobile Settings
- Sub Sign-In Settings
- Class Rank - only for high schools
- Honor Roll
- GPA Student Screens
- *Reporting Segments

Completion Criteria

This activity will be considered complete when:

- The standard PowerSchool configuration elements have been configured and reviewed for system, district, and school setup.
    - ***First Login and Overview of Configuration – approximately 1-hour session***
- Customer sign off on configuration phase.

Data Migration

PowerSchool Reviews and Imports Customer Provided Files

During PowerSchool implementation, PowerSchool will work with the customer on the following initial data items:

- **Student Demographics** (Current school year students only)

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- **Staff** (Current administrative staff and teachers)
- **Courses** (Current year courses only)
- **Rooms** (Only if necessary, for student schedules)
- **Sections** (Master Schedule current year only)
- **Section Enrollments** (Student Schedules current year only)
- **Historical Grades** (current high school students only up to 5 years of history)
- **Re-enrollments** (If required for compliance)
- **Compliance Data**

Customer Responsibilities

- Extract and convert required data from customer legacy system to PowerSchool provided templates and format *(Data conversion services are available for additional purchase.)*
- **Data Validation** - Once data is imported into PowerSchool, the PowerSchool implementation specialist will provide documentation and best practice for validating data in PowerSchool using reporting and visual methods. The customer will have final responsibility for the validation and confirmation of accuracy of their data.
- Validate data in PowerSchool and obtain concurrence from key school stakeholders.

Completion Criteria

This activity will be considered complete upon:

- PowerSchool has imported all provided data.
    - ***Data Validation Overview - approximately 1 hour***
- Customer validates new data in PowerSchool.
- Customer signs off on data phase.

Monitoring

Security Setup: PowerSchool Implementation Responsibilities

- Conduct a security functionality and review meeting
- Make best practice recommendations on common security group usage
- Provide an overview of page permission functionality
- Review how to manage User Access and Co-Teaching roles
- Review field level security
- Review Data Validation Rule Status

Customer Responsibilities

- Attend knowledge transfer meeting of security functionality.
- Review security user guides and training.
- Evaluate the hierarchy and functional roles for administrative staff.
    - Align administrative staff to the correct security group and role utilizing best practice recommendations and security documentation.

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Completion Criteria

This activity will be considered complete when:

- The security functionality and options review meeting are complete.
    - ***Security Overview - approximately 2 hours***

Closing

PowerSchool Implementation Responsibilities

- ***Overview Working with Students – approximately 3 hours***
    - Searching
    - Enrollment/Transfer / Withdraw
    - Live Side Scheduling
- ***Running System and Student Reports Overview - approximately 1 hour***
- **Overview of the following:**
    - Logs
    - Tests
    - Standards
    - Graduation Planner

PowerSchool Implementation Responsibilities

- Review and track project deliverables.
- Introduce customer to support contact methods.
- Provide final project sign off to customer.

Customer Responsibilities

- Review completed project deliverables prior to implementation completion.
- Understand that support will become primary contact for customer.

Completion Criteria

This activity will be considered complete when PowerSchool:

- Delivers documented final PowerSchool project deliverables.
- Delivery of final deliverable signoff documentation.

Released October 2020

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IDEA Florida
Board Consent Item D
April 23, 2021

Subject: Purchase of Transfinder Transportation Software

Proposed Board Action: For Approval

Executive Summary:

Transfinder School Bus Routing Software will ensure IDEA Florida can effectively and accurately map school bus transportation routes. The purchase includes Routing and Scheduling system, GID Map Conversion, tools for route overlap analysis, stop sequence optimization, eligibility assessment and walk zone definitions, driver certification functionality and cost calculators. The service also include Stopfinder GEO alerts, which is an easy to use parent app that enables registered users to see their children's bus schedules, send electronic for easy onboarding process, two-way communication with parents and guardians, and more.

The proposed agreement is for two years and includes initial system cost and service fee and hosting services. Total cost is $15,280.

Supporting Documentation: Transfinder Purchase Agreement

Presenter: Adam Miller, VP Policy & Advocacy

CONTRACT REQUEST FORM

IDEA Public Schools

☐ New contract ☑ Renewal *(Check one)*

☐ New vendor ☑ Existing vendor *(Check one)*

Date 02.05.2021

Requestor Name and Title Sandra Martinez, Finance & Procurement Mgr

Campus/Department Transportation

Vendor Name Transfinder Vendor No. 9197

CO-OP Member ☑ Yes ☐ No If YES, which one BuyBoard 498-15

Description of services

Adding Florida to the existing contract we have in Texas, includes the licenses for the managers, maps for routing and Stopfinder & GPS Connect

Contract terms Start date Upon Receipt End date

Amount $9,230

Fund Source (Account string)

Section I. Are you using State/Philanthropic funds for this purchase? ☐ Yes ☑ No

If yes, please do not fill out Section II.

Section II. If using Federal/Grant funds, please refer to the threshold below:

Please note if a co-op vendor used at any stage, it automatically satisfies all criteria for federal funds regardless of threshold.

Is this a Micro Purchase? ($1 - $10,000) ☐ Yes ☐ No

Is this a Small Purchase? ($10,001 - $249,999) ☐ Yes ☐ No If YES, 2 quotes are required. *(Please include vendor and amount on your quotes)*

Vendor/Quote 1

Vendor/Quote 2

Is this Purchase >$250,000? ☐ Yes ☐ No If YES, BID/RFP required

RFP#

Award Letter

Section III. Board approval required? ☐ Yes ☑ No If YES, provide date of approval

(If amount is >$250,000 and not a co-op vendor, or is not originally approved during the budget process)

Section IV. Urgent request ☐ Yes ☑ No If YES, provide the reason and date needed by

Management approval Carlos Castañeda Name and Title Carlos Castaneda - Managing Director of Transportation

Proposal

DATE: February 4, 2021

440 State Street
Schenectady, NY 12305

To: Roberto Delgado

IDEA Public Schools
505 Angelita Dr, Suite 9
Weslaco, TX 78596

Prepared By: **Brian Keefer**

Title: **Account Executive**
Phone: **1-518-723-8203**

Email: **Bkeefer@transfinder.com**

This Quotation is valid for 30 days from Issue Date

Software Modules	Qty	Year 1	Year 2
Routefinder PLUS* includes: • Single User Software License Routing and Scheduling System • GIS Map Conversion for **1 county** • Tools for route overlap analysis, Stop Sequence Optimization, and Policy Analytics • Eligibility Assessment & Walk Zone definition • Driver Certification Functionality • Field Trip resource tracking, cost calculator, billing, invoicing, & reporting	**1**	**$4,995**	**$3,350**
Additional Routefinder PLUS Licenses	**1**	**$995**	**$600**
Satellite Imagery Service • Adds a satellite layer to Routefinder PLUS		**Included**	**Included**
Attendance Boundary Planning • Manage School Attendance Boundaries • Assess school zone changes for impact on students, grades, and school bus routes		**Included**	**Included**
Stopfinder Geo Alerts Stopfinder is the easy-to-use parent app that enables registered users to see their children's bus schedules. The transportation department and registered users (subscribers) can stay connected by sending and receiving messages through the secure Stopfinder app. Benefits include: • Send electronic invitations to parents and guardians for easy onboarding process • Reliable and secure stop information • Two-way communication with registered parents and guardians (subscribers) • Send messages to subscribers based on grade, school, route, selected map region or any criteria • Receive messages including attachments (photos and documents), from subscribers • Listen and respond to your community to eliminate misinformation • Define Geo Alerts for buses ○ Notification based on Enter or Exit Geo Alert Zone	**12**	**$1,500**	**$1,500**

○ Pickup, Drop-off, School or any locations defined by user ○ Parents/Subscribers can choose when to be alerted: Bus Enters, Bus Exists Alert Zone ○ View historical events for today, yesterday, this week, last week ○ Track only student's bus in real-time ○ See Trip path and stop information (based on settings) • Attendance Tracking – Requires Wayfinder Attendance ○ Receive alert when student boarded or disembarked ○ View history of student board and disembark bus ○ Calendar based scheduled based on Routefinder Schedule **Stopfinder Attendance features require the use of Wayfinder Navigation and Attendance and an approved GPS hardware provider.* Your purchase of Stopfinder includes: • Up to two (2) hours of online training which must be used within four (4) weeks of system installation. Technical requirements are available at: **www.transfinder.com/solutions/system_requirements.**			
Project Management • Dedicated Project Manager assigned through Project Completion • Manages Transfinder resources to meet Licensee's goals • **Project Manager will assist through 1st fall opening**		**Included**	**Included**
Data Management • Data Engineer will create a custom import process for automating data updates with the Student Information System • **GIS Engineer will review available County GIS data with Licensee and convert GIS data for use in software**		**Included**	**Included**
Online Training • Online Training timeframe begins on first completed training date • Dedicated Trainer conducts Weekly Online Sessions **Trainings conducted with Customer's Maps and Student Data**	**6**	**Months Included**	
GPS Connect With GPS Connect, you can: • Conduct Comparative analysis of your bus fleet • Update planned bus routes by reviewing driving path and stop times • Bus Idle time monitoring • Routebuilding capabilities using GPS events; • Route deviation alerts Your purchase of GPS Connect includes: • Up to two (2) hours of online training which must be used within four (4) weeks of GPS connect installation; • **Technical requirements are available at: www.transfinder.com/solutions/system_requirements.**	**12**	**$1,740**	**$600**
Transfinder University Livestream		**$1,750**	

• Routing System Proficiency Course • 2 days of online training in a Routefinder PLUS training dataset • Class hours 8:30 am-5:00 pm Eastern Daylight Time ***Dates: TBD*** ***Attendee:*** ***Title:*** ***Email:*** ***Phone number:***	**1**		
Transfinder Hosting Services powered by Amazon Web Services (AWS) • Hosting includes database server, application servers, storage, and data maintenance Hosting Service is due with initial purchase and is included in the future Hosting Service		**Included**	**Included**
Technical Support & Software Updates • Unlimited Online Technical Support • Software updates and upgrades • Access to Transfinder Community client resources portal for documentation, training videos, webinars, and report library		**Included**	**Included**
Transfinder Software, Training, Implementation and Hosting Services Retail Price		**$10,980**	***$6,050***
Transfinder University Livestream Discount		**-$1,750**	
Transfinder Software, Training, Implementation and Hosting Services Final Price		***$9,230***	***$6,050***
		Year 1	**Year 2**
INITIAL SYSTEM COST: ❑ **x_____** **Initial here**		**$9,230**	
ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES: ❑ **x_____** **Initial here** This fee is due upon the anniversary date of the initial software activation.		**Included**	**$6,050**

This proposal has been prepared at your request. This proposal is for completing the job(s) as described or delivering the described product(s). All invoices are due and payable upon receipt. The total system cost for any of the options, is due and payable upon installation. Any Federal and/or State Sales or local taxes are the responsibility of the Licensee.

Approved By:

_____

Name & Title ***Signature*** ***Date***

IDEA Florida
Board Consent Item E
April 23, 2021

Subject: Florida High School Athletic Association Membership Applications for IDEA Victory and IDEA Hope

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Proposed Board Action: For Approval

Executive Summary:

IDEA Hope College Preparatory and IDEA Victory College Preparatory propose to join the Florida High School Athletic Association (FHSAA). As a member of this statewide organization, our schools will be able to create and offer high quality competitive athletic programming for our scholars. The FHSAA application process requires IDEA Florida Board approval of our membership and adoption of the FHSAA Bylaws as rules governing our interscholastic athletic programs.

Supporting Documentation: FHSAA Membership Application Form for IDEA Victory and IDEA Hope

Presenter: Eren Kirksey

MB3

Revised 03/21

Florida High School Athletic Association

Application for First-Time Membership Effective with 2021-22 School Year (page 1 of 5)

Instructions:

1. A fully completed application packet must be returned **by email** to: (jcolasanti@fhsaa.org), so that it is received in the FHSAA Office NOT LATER THAN **Friday, April 30, 2021. There are no extensions available for the First-Time Membership Application.**
2. A fully completed application packet consists of this application form (all five pages) completed in its entirety - bearing all necessary signatures, as well as all required documentation attached, **and payment of a $150 non-refundable application fee ($60 for middle/junior high schools)** that will be credited toward first-year dues if the school is accepted into the application period of membership. Payment can either be made in a school-issued check or money order (made payable to "FHSAA") or via a credit card payment, which will include all applicable charge fees. An application will not be reviewed until the application fee has been paid.
3. **Application must be typed**. Hand written applications will not be accepted. This application form (MB3) is a PDF document that can be typed on screen and printed out. Save the document first on your computer before typing. Should you have any questions, please contact J.A. Colasanti at (jcolasanti@fhsaa.org) or (352) 372-9551 ext. 400.
4. Mail only the application fee (made payable to "FHSAA") to: FHSAA Director of Membership and Contract Management, 1801 NW 80th Blvd, Gainesville, FL 32606-9176.

General Information

Full legal name of school: IDEA Hope

Mailing address (street, PO Box, route, etc.)	City	Zip code
5118 N 56th Street, Suite 210	Tampa	33610
Physical address (street, PO Box, route, etc.)	**City**	**Zip code**
5050 E 10th Avenue	Tampa	33619

Main school telephone number	Main school fax number
813.755.4690	N/A
School's main Website address	**Athletic Program's Website address (if different from school's web address)**
www.ideapublicschools.org (@IDEAHope Facebook page)	N/A

Type of school (check only one):

- ☐ Senior high school (provides instruction at one or more grade levels 9-12)
- ☒ Middle/junior high school (provides instruction in middle school grades 6-8 or junior high school 7-9)
- ☐ Combination school (provides instruction at both middle/junior high school & senior high school grade levels)
  *[If school is a combination school, please also check **ONE** of the two boxes below]* We will eventually be a combination school starting in Fall 2024.
  - ☐ This combination school offers **ONLY** high school-level sports teams
  - ☐ This combination school offers **BOTH** middle- and high school-level sports teams
- ☐ Home education cooperative (parent-directed group of individual home-educated students)

Category of school (check only one):

- ☐ Traditional public school
- ☒ Charter school
- ☐ Private school (day school only)
- ☐ Private school (with boarding program)
- ☐ University laboratory school
- ☐ Virtual school

Florida DOE issued school number	Year school was first opened	Lowest grade in school	Highest grade in school	County in which school is located
29-7840	2021	6th	6th (will be 12th by Fall 2027)	Hillsborough

School colors	School mascot
Yellow and Blue	Rays

Has school been a member of the FHSAA before? ☐ Yes ☒ No If yes, year previous membership was terminated and why:

Composition of student body in grades 9-12 (check only one):	Student population grades 9-12 as of March 1, 2021	Projected student population grades 9-12 for Fall 2021
☒ Co-ed ☐ 90% or more girls ☐ 90% or more boys	0	0

Semester Start Dates

Please list your school's expected semester start dates for the next two (2) years: (ex. Jan. 5th)

Fall 2021	Spring 2022	Fall 2022	Spring 2023
August 10, 2021	January 5, 2022	August 9, 2022	January 4, 2023

Mimumim Sport Participation

Is your school prepared to meet the minimum sport offerings requirement as detailed in FHSAA Bylaw 3.4.1.1? ☒ Yes ☐ No

Private Schools Applicants Only Must Answer this Question - Gender Identity Exemption Option (check one)

Do you wish to excercise your right to exemption as specified in the Gender Identity Participation, Exemption (FHSAA Policy 16.8.7)? ☐ Yes ☐ No

Senior High School/Combination School Accreditation

A member senior high school/combination school **MUST BE ACCREDITED** by one or more of 16 different accrediting agencies approved by the Association (Bylaw 3.3.1c). Middle schools/junior high schools and home education cooperatives are exempt from this requirement. A continuing member senior high school/combination school that loses its accreditation at any time will have a maximum of three (3) years to regain accreditation. No membership privileges are withheld during the three-year period. If accreditation is not regained after that three-year period, all athletic programs within the school will be suspended until re-accredited. The 16 approved agencies are listed below. Provide the year of accreditation, the year of the school's last review/evaluation, and the year of the school's next scheduled review/evaluation beside each agency that has accredited this school.

Approved Accrediting Agency	Year Accredited	Year of Last QAR/Eval	Year of Next QAR/Eval	Approved Accrediting Agency	Year Accredited	Year of Last QAR/Eval	Year of Next QAR/Eval
Association of Christian Schools International				Florida Catholic Conference			
Association of Christian Teachers and Schools				Florida Coalition of Christian Private School Associations			
Association of Independent Schools of Florida				Florida Conference of Seventh-Day Adventist Schools			
Christian Schools of Florida				Florida Council of Independent Schools			
Church of God Association of Christian Schools				Florida League of Christian Schools			
Council of Bilingual Schools				Lutheran Schools of Florida-Georgia			
Episcopal Diocese of Florida				National Independent Private School Association			
Florida Association of Christian Colleges and Schools				COGNIA formerly SACS/CASI/AdvancED			

-- **If the school is not accredited by one of the 16 approved agencies listed above, answer the following questions:** --

Is the school accredited by any agency other than one of the 16 listed above? ☐ Yes ☒ No

If yes, provide name of agency. If no, state reason for not being accredited:

IDEA Public Charter Schools are not required to receive accreditation. None of our existing 120 schools have applied for accreditation

Private School Applicants Only Must Complete This Section

Name of owner(s) of this school

Ownership (check all that are applicable): ☐ Proprietorship ☐ Corporation for Profit ☐ Not-for-Profit (501-C-3) Corporation

Mailing address of owner(s) (street, PO Box, route, etc.)

City

Zip Code

Years under current ownership

FHSAA Bylaws and Florida Law permit home-educated students to participate in interscholastic activities at a private school that accepts them for such participation. Does this private school accept home-educated students for participation in its interscholastic athletic programs? ☐ Yes ☐ No

Is school government-approved to issue I-20 forms for foreign student admission? ☐ Yes ☐ No

Does school offer financial assistance programs of any kind to students? ☐ Yes ☐ No If yes, complete financial assistance section on next page

Does school or anyone associated with school provide any assistance to non-boarding students in obtaining housing in the community? ☐ Yes ☐ No If yes, please explain

Charter School/University Laboratory School Applicants Only Must Complete This Section

Name of owner(s) of this school: IDEA Florida, Inc.

Ownership (check all that are applicable): ☐ Proprietorship ☐ Corporation for Profit ☒ Not-for-Profit (501-C-3) Corporation

Mailing address of owner(s) (street, PO Box, route, etc.): 4651 Salisbury Rd. Suite 400

City: Jacksonville, Fl

Zip Code: 32256

Years under current ownership: 1

Name of school district board or state university sponsoring this program: Hillsborough County Public Schools

Date charter approved: 5/7/19

Term of charter: 5yrs

Date charter expires: 6/30/26

Is school government-approved to issue I-20 forms for foreign student admission? ☐ Yes ☒ No

Does school offer financial assistance programs of any kind to students? ☐ Yes ☒ No If yes, complete financial assistance section on next page

Does school or anyone associated with school provide any assistance to non-boarding students in obtaining housing in the community? ☐ Yes ☒ No If yes, please explain

Boarding School Applicants Must Complete This Section

Total Number of boarding students in grades 9-12

Is boarding program verified by FCIS and/or SACS? ☐ Yes ☐ No

Does school own or lease dormitory facilities? ☐ Own ☐ Lease

Are dormitory facilities on campus? ☐ Yes ☐ No If no, where are dormitory facilities located?

Schools Offering Any Form of Financial Assistance Must Complete This Section

Is financial assistance offered by this school based strictly on objective need? ☐ Yes ☒ No If no, on what other criteria may financial assistance be based?

N/A

Check below the FHSAA-recognized independent organization used by this school to evaluate a student's need for financial assistance (Policy 38.1):

- ☐ FACTS Management Company
- ☐ Financial Aid Independent Review
- ☐ School and Student Services
- ☐ Financial Aid for School Tuition (Independent School Management)
- ☐ Smart Tuition - Blackbaud Tuition Management
- ☐ Tuition Aid Data Services (TADS)

Does this school offer work-study programs? ☐ Yes ☒ No If yes, briefly describe these programs (including how hours work translate into funds credited):

Are coaches or other athletic personnel permitted to supervise student-athletes in work-study programs? ☐ Yes ☒ No

Are student-athletes permitted to participate in work-study programs during the period of time when the sports they play are in season? ☐ Yes ☒ No

Key Personnel Contact and Biographical School Information Instructions:

1. Please list the contact information of the person expected to be in each position for the 2021-22 school year. Cell phone information is not for public use and will only be used by FHSAA Staff, when necessary. Personnel contact information must be kept up-to-date via the FHSAA Home Campus Software.
2. All contact and school information should be filled out in its entirety. If a piece of information is not available or applicable, please put (N/A).

2021-22 Principal (provide name and contact information for the person who will be Principal in the 2021-22 school year)

Name of person who will be principal:

☐ Dr. ☐ Mr. ☐ Mrs. ☒ Ms. ☐ Rev. Emily Carlisle

Title of principal (check one)

☒ Principal ☐ Headmaster ☐ Director ☐ Other:

Principal's office phone number 813.755.4690	Principal's cell phone number (not for publication) **MANDATORY** 813.550.9724
Principal's office e-mail address emily.carlisle@ideapublicschools.org	Name of Principal's secretary/assistant Sherri Monger
Secretary/assistant's office phone number 813.508.6517	Secretary/assistant's office e-mail address sherri.monger@ideapublicschools.org
Name of Bookkeeper/Business Manager (for invoicing purposes only) Lindsey Keogh	Bookkeeper/Business Manager e-mail lindsey.keogh@ideapublicschools.org

2021-22 Athletic Director (provide name and contact information for the person who will be Athletic Director in the 2021-22 school year)

Name of person who will be Athletic Director:

☐ Dr. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Rev. Athletic Director is yet to be hired; for the interim: Assistant Principal of Operations, Naomi Marsh

Athletic Director's office phone number 813.755.4690	Athletic Director's cell phone number (not for publication) **MANDATORY** 813.334.1917
Athletic Director's office e-mail address jasmine.marsh@ideapublicschools.org	Name of Athletic Director's secretary/assistant Sherri Monger
Secretary/assistant's office phone number 813.508.6517	Secretary/assistant's office e-mail address sherri.monger@ideapublicschools.org

Number of full years person has been Athletic Director in the state of Florida: 0

Designation of FHSAA Representative (provide name and contact information for the person who will be the FHSAA Rep. in the 2021-22 school year)

The principal MUST designate the administrator who will act as the school's official representative to the FHSAA for the 2021-22 school year. This individual will be the school's primary point of contact regarding FHSAA matters; will be the addressee on all FHSAA-provided material and information; will be the only individual in the school who is eligible for election to offices in the FHSAA governance structure (*when approved into Full Membership*); will be the only individual in the school who is eligible to vote in FHSAA governance elections; and, other than the principal, will be the only person authorized to sign FHSAA-required documents. Once designated, the FHSAA Representative cannot be changed except in writing by the principal. [NOTE: Designation of an individual other than the principal will in no way relieve the principal of ultimate responsibility for the conduct of the athletic program at the school. (Bylaw 6.1.2)]

Name of person who will be FHSAA Representative:

☐ Dr. ☐ Mr. ☐ Mrs. ☒ Ms. ☐ Rev. Naomi Marsh

Administrative position of FHSAA Representative (check one)

☐ Principal ☒ Assistant Principal ☐ Athletic Director ***{Must be one of three listed - s. 1006.20 (3)(b) F.S.}***

FHSAA Representative's office phone number 813.755.4690	FHSAA cell phone number (not for publication) **MANDATORY** 813.334.1917
FHSAA Representative's home phone number (not for publication) **MANDATORY** 720.410.4320	FHSAA Representative's office e-mail address jasmine.marsh@ideapublicschools.org

Presence of AED & trained CPR individual at athletic practices and contest(s)

It is now required per Florida Statute 1006.165, F.S. that an automated external defibrillator (AED) be present and available for use if needed at the site of every workout, practice, preseason, regular-season and post-season interscholastic contest in which member high schools/combination schools participate. Also, beginning June 1, 2021, a school employee or volunteer with current training in cardiopulmonary resuscitation (CPR) and use of a defibrillator must be present at each athletic event during and outside of the school year, including practices, workouts and conditioning sessions. All employees or volunteers who may be reasonably expected to use a defibrillator must complete training in cardiopulmonary resuscitation or a basic first aid course that includes cardiopulmonary resuscitation training

You must select one of the choices below. (check only one)

- [x] **This school will have a trained individual in CPR and an AED available at all athletic practices and contests.**
- [ ] **This shool does not/will not have a trained individual in CPR and an AED available at all athletic practices and contests.**
  I understand this puts me directly in violation of Florida Statute and FHSAA Policy 42.2.3.

Required Documentation to be Submitted in Addition to this Application

A fully completed application, together with payment of the $150 non-refundable application fee ($60 for a middle/junior high school), must be accompanied by the following documentation. Check to make sure the required documentation is attached to the email you submit.

All private, charter, laboratory and boarding schools must enclose:

- [x] Certificate of insurance for Athletic Base Medical Plan Coverage (Policy 8.1)
- [x] Certificate of insurance for Athletic Catastrophic Accident and Disability Medical Coverage (Policy 8.2)
- [x] Certificate of insurance for General Liability Coverage (Policy 8.3)
- [x] Minutes of meeting during which Governing Board approved school's membership in the FHSAA and adopted FHSAA Bylaws as rules governing school's interscholastic athletic programs

Charter schools and university laboratory schools must enclose:

- [x] Photocopy of charter

All schools must enclose the following document showing that the school can meet financial obligations of membership:

- [x] Photocopy of financial statements from the most recent period (school year) that has been independently audited or reviewed by a certified public accountant (CPA).

Additional finanical items that may be requested:

- [ ] Photocopy of school's most recent federal tax return (IRS Form 990); and
- [ ] Photocopy of operating revenues and expenses for 2020-21 school year as officially reported to the school's Governing Board; and
- [ ] Photocopy of Budget for 2021-22 school year as officially approved by school's Governing Board

*For more information on what each of these consist of, please refer to Appendix A on Page 5.

Certification of Principal

Please accept this school's application for first-time membership in the Florida High School Athletic Association effective with the 2021-22 school year. By my signature below I certify the following:

1. I have reviewed the information provided on this form and have found it to be complete and accurate to the best of my knowledge. I understand that this application will not receive consideration unless all required information, documentation and payment of $150 is received by the FHSAA prior to the stated deadline.
2. I fully understand the obligations of membership in the FHSAA. These obligations include:

   (a) The obligation that the school controls its interscholastic athletic programs in accordance with the rules of the Association, and that the responsibility for this rests with me as principal of the school;

   (b) The obligation that the school complies with all rules of the Association, monitors its programs to assure compliance, and reports to the FHSAA Office when compliance has not been achieved and take appropriate corrective actions;

   (c) The obligation that the school certifies the eligibility of all student-athletes, and does not permit a student-athlete to participate in competition unless the student-athlete meets all eligibility requirements;

   (d) The obligation that the school fully cooperates with the FHSAA in the investigation of any alleged violation, as well as in any audit of the school to verify compliance with the rules of the Association;

   (e) The obligation that the school be represented at an FHSAA compliance seminar as outlined in Policy 5.1;

   (f) The obligation that the school provides the necessary insurance coverages as outlined in Policy 8;

   (g) The obligation that the school establishes policies that promote sportsmanship and ethical conduct in its interscholastic athletic programs; and

   (h) The obligation that the school accepts in good faith the decisions of the Association.
3. I understand that this school may be elected to the application period of membership effective with the 2021-22 school year only by a majority vote of the FHSAA Board of Directors at its annual year-end meeting.
4. I understand that this school must serve an application and subsequent provisional period unless it is exempt under the provisions of Bylaw 3.4. During these two periods, this school's only privilege of membership will be participation in regular-season interscholastic competition with FHSAA member and other nonmember schools in the state of Florida.
5. I understand that all payments to the FHSAA (dues, fees, fines, revenue shares, etc.) must come from non-tax sources (such as, but not limited to, internal accounts and gate receipts).

Emily Carlisle Digitally signed by Emily Carlisle Date: 2021.04.05 11:48:38 -04'00' 4/5/2021

Signature of Principal (REQUIRED)* Date

*This Application is void and incomplete if not signed by the current Head of School

Appendix A

One of the conditions of membership is proving the school can meet the financial obligations of membership. The FHSAA Bylaws (3.6) stipulate you must submit the following document for review:

1. Audit from a CPA from a recent period showing financial statements.

   • *Financial statements must show assets, liabilities and balances and must include an income statement showing revenues and expenses with income or loss. The audit must pertain to the school's financial condition, not a holding company. This pertains to all private schools and public charters.*

Please do not submit the following unless requested to do so....

The following items may be requested for more detailed infromation about the school's financial state:

2. Copy of School's most recent tax return

   •*Applies only to private schools – IRS Form 990 for most recent tax year*

3. Prior year operating revenues and expenses as reported to a governing board for the school

   • *Revenue categories should include items such as tuition, grants, donations, fees, and interest earnings. Expenditure categories should include items such as salaries, books, supplies, equipment, maintenance, custodial etc. The school's name must appear on the report as well as the dates of the information covered in the report.*

4. Operating budget for the upcoming year showing revenues and expenses that has been approved by the governing board.

   • *Revenue categories should include items such as tuition, fees, interest earning and expenditure categories should include items such as salaries, books, supplies, equipment, maintenance, custodial etc. The school's name must appear on the report as well as the dates of the budget.*

Any financial information must show monetary sources, expected expenditures related to the school and whether the school will operate at a profit or loss. If the school is operating or projected to operate at a loss, additional information may be required to be submitted (such as an audited financial statement showing there are sufficient balances to help offset the loss).

MB3

Revised 03/21

Florida High School Athletic Association

Application for First-Time Membership Effective with 2021-22 School Year (page 1 of 5)

Instructions:

1. A fully completed application packet must be returned **by email** to: (jcolasanti@fhsaa.org), so that it is received in the FHSAA Office NOT LATER THAN **Friday, April 30, 2021. There are no extensions available for the First-Time Membership Application.**
2. A fully completed application packet consists of this application form (all five pages) completed in its entirety - bearing all necessary signatures, as well as all required documentation attached, **and payment of a $150 non-refundable application fee ($60 for middle/junior high schools)** that will be credited toward first-year dues if the school is accepted into the application period of membership. Payment can either be made in a school-issued check or money order (made payable to "FHSAA") or via a credit card payment, which will include all applicable charge fees. An application will not be reviewed until the application fee has been paid.
3. **Application must be typed**. Hand written applications will not be accepted. This application form (MB3) is a PDF document that can be typed on screen and printed out. Save the document first on your computer before typing. Should you have any questions, please contact J.A. Colasanti at (jcolasanti@fhsaa.org) or (352) 372-9551 ext. 400.
4. Mail only the application fee (made payable to "FHSAA") to: FHSAA Director of Membership and Contract Management, 1801 NW 80th Blvd, Gainesville, FL 32606-9176.

General Information

Full legal name of school: IDEA Victory College Prep

Mailing address (street, PO Box, route, etc.)	City	Zip code
11612 N Nebraska Ave	Tampa	33612

Physical address (street, PO Box, route, etc.)	City	Zip code
11612 N Nebraska Ave	Tampa	33612

Main school telephone number	Main school fax number
813-461-6650	N/A

School's main Website address	Athletic Program's Website address (if different from school's web address)
https://ideapublicschools.org/our-schools/idea-victory/	

Type of school (check only one):

- ☐ Senior high school (provides instruction at one or more grade levels 9-12)
- ☐ Middle/junior high school (provides instruction in middle school grades 6-8 or junior high school 7-9)
- ☐ Combination school (provides instruction at both middle/junior high school & senior high school grade levels) *[If school is a combination school, please also check **ONE** of the two boxes below]*
  - ☐ This combination school offers **ONLY** high school-level sports teams
  - ☐ This combination school offers **BOTH** middle- and high school-level sports teams
- ☐ Home education cooperative (parent-directed group of individual home-educated students)

Category of school (check only one):

- ☐ Traditional public school
- ☒ Charter school
- ☐ Private school (day school only)
- ☐ Private school (with boarding program)
- ☐ University laboratory school
- ☐ Virtual school

Florida DOE issued school number	Year school was first opened	Lowest grade in school	Highest grade in school	County in which school is located
29-7835	2021	6th	6th	Hillsborough

School colors	School mascot
Blue and Yellow	Volts

Has school been a member of the FHSAA before? ☐ Yes ☒ No If yes, year previous membership was terminated and why:

Composition of student body in grades 9-12 (check only one):	Student population grades 9-12 as of March 1, 2021	Projected student population grades 9-12 for Fall 2021
☒ Co-ed ☐ 90% or more girls ☐ 90% or more boys	137	0

Semester Start Dates

Please list your school's expected semester start dates for the next two (2) years: (ex. Jan. 5th)

Fall 2021	Spring 2022	Fall 2022	Spring 2023
August 10th	Jan. 3rd		

Mimumim Sport Participation

Is your school prepared to meet the minimum sport offerings requirement as detailed in FHSAA Bylaw 3.4.1.1? ☒ Yes ☐ No

Private Schools Applicants Only Must Answer this Question - Gender Identity Exemption Option (check one)

Do you wish to excercise your right to exemption as specified in the Gender Identity Participation, Exemption (FHSAA Policy 16.8.7)? ☐ Yes ☐ No

Senior High School/Combination School Accreditation

A member senior high school/combination school **MUST BE ACCREDITED** by one or more of 16 different accrediting agencies approved by the Association (Bylaw 3.3.1c). Middle schools/junior high schools and home education cooperatives are exempt from this requirement. A continuing member senior high school/combination school that loses its accreditation at any time will have a maximum of three (3) years to regain accreditation. No membership privileges are withheld during the three-year period. If accreditation is not regained after that three-year period, all athletic programs within the school will be suspended until re-accredited. The 16 approved agencies are listed below. Provide the year of accreditation, the year of the school's last review/evaluation, and the year of the school's next scheduled review/evaluation beside each agency that has accredited this school.

Approved Accrediting Agency	Year Accredited	Year of Last QAR/Eval	Year of Next QAR/Eval	Approved Accrediting Agency	Year Accredited	Year of Last QAR/Eval	Year of Next QAR/Eval
Association of Christian Schools International				Florida Catholic Conference			
Association of Christian Teachers and Schools				Florida Coalition of Christian Private School Associations			
Association of Independent Schools of Florida				Florida Conference of Seventh-Day Adventist Schools			
Christian Schools of Florida				Florida Council of Independent Schools			
Church of God Association of Christian Schools				Florida League of Christian Schools			
Council of Bilingual Schools				Lutheran Schools of Florida-Georgia			
Episcopal Diocese of Florida				National Independent Private School Association			
Florida Association of Christian Colleges and Schools				COGNIA formerly SACS/CASI/AdvancED			

-- **If the school is not accredited by one of the 16 approved agencies listed above, answer the following questions:** --

Is the school accredited by any agency other than one of the 16 listed above? ☐ Yes ☒ No

If yes, provide name of agency. If no, state reason for not being accredited:

IDEA Public Charter Schools are not required to receive accreditation. None of our existing 120 schools have applied for accreditation

Private School Applicants Only Must Complete This Section

Name of owner(s) of this school

Ownership (check all that are applicable): ☐ Proprietorship ☐ Corporation for Profit ☐ Not-for-Profit (501-C-3) Corporation

Mailing address of owner(s) (street, PO Box, route, etc.)

City

Zip Code

Years under current ownership

FHSAA Bylaws and Florida Law permit home-educated students to participate in interscholastic activities at a private school that accepts them for such participation. Does this private school accept home-educated students for participation in its interscholastic athletic programs? ☐ Yes ☐ No

Is school government-approved to issue I-20 forms for foreign student admission? ☐ Yes ☐ No

Does school offer financial assistance programs of any kind to students? ☐ Yes ☐ No If yes, complete financial assistance section on next page

Does school or anyone associated with school provide any assistance to non-boarding students in obtaining housing in the community? ☐ Yes ☐ No If yes, please explain

Charter School/University Laboratory School Applicants Only Must Complete This Section

Name of owner(s) of this school: IDEA Florida, Inc

Ownership (check all that are applicable): ☐ Proprietorship ☐ Corporation for Profit ☒ Not-for-Profit (501-C-3) Corporation

Mailing address of owner(s) (street, PO Box, route, etc.): 4651 Salisbury Rd. Suite 400

City: Jacksonville, Fl

Zip Code: 32256

Years under current ownership: 1

Name of school district board or state university sponsoring this program: Hillsborough County Public Schools

Date charter approved: May 7, 2019

Term of charter: 5 yrs

Date charter expires: 6/30/26

Is school government-approved to issue I-20 forms for foreign student admission? ☐ Yes ☒ No

Does school offer financial assistance programs of any kind to students? ☐ Yes ☒ No If yes, complete financial assistance section on next page

Does school or anyone associated with school provide any assistance to non-boarding students in obtaining housing in the community? ☐ Yes ☒ No If yes, please explain

Boarding School Applicants Must Complete This Section

Total Number of boarding students in grades 9-12

Is boarding program verified by FCIS and/or SACS? ☐ Yes ☐ No

Does school own or lease dormitory facilities? ☐ Own ☐ Lease

Are dormitory facilities on campus? ☐ Yes ☐ No If no, where are dormitory facilities located?

Schools Offering Any Form of Financial Assistance Must Complete This Section

Is financial assistance offered by this school based strictly on objective need? ☐ Yes ☒ No If no, on what other criteria may financial assistance be based?

N/A

Check below the FHSAA-recognized independent organization used by this school to evaluate a student's need for financial assistance (Policy 38.1):

- ☐ FACTS Management Company
- ☐ Financial Aid Independent Review
- ☐ School and Student Services
- ☐ Financial Aid for School Tuition (Independent School Management)
- ☐ Smart Tuition - Blackbaud Tuition Management
- ☐ Tuition Aid Data Services (TADS)

Does this school offer work-study programs? ☐ Yes ☐ No If yes, briefly describe these programs (including how hours work translate into funds credited):

Are coaches or other athletic personnel permitted to supervise student-athletes in work-study programs? ☐ Yes ☒ No

Are student-athletes permitted to participate in work-study programs during the period of time when the sports they play are in season? ☐ Yes ☒ No

Key Personnel Contact and Biographical School Information Instructions:

1. Please list the contact information of the person expected to be in each position for the 2021-22 school year. Cell phone information is not for public use and will only be used by FHSAA Staff, when necessary. Personnel contact information must be kept up-to-date via the FHSAA Home Campus Software.
2. All contact and school information should be filled out in its entirety. If a piece of information is not available or applicable, please put (N/A).

2021-22 Principal (provide name and contact information for the person who will be Principal in the 2021-22 school year)

Name of person who will be principal:

☒ Dr. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Rev. Kendrah Underwood

Title of principal (check one)

☒ Principal ☐ Headmaster ☐ Director ☐ Other:

Principal's office phone number 813-550-4295	Principal's cell phone number (not for publication) **MANDATORY** 678-338-5850
Principal's office e-mail address kendrah.underwood@ideapublicschools.org	Name of Principal's secretary/assistant Tamar Espinosa
Secretary/assistant's office phone number 813-505-7310	Secretary/assistant's office e-mail address tamar.espinosa@ideapublicschools.org
Name of Bookkeeper/Business Manager (for invoicing purposes only) Antonio Lee	Bookkeeper/Business Manager e-mail antonio.lee@ideapublicschools.org

2021-22 Athletic Director (provide name and contact information for the person who will be Athletic Director in the 2021-22 school year)

Name of person who will be Athletic Director:

☒ Dr. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Rev. Kendrah Underwood

Athletic Director's office phone number 813-550-4295	Athletic Director's cell phone number (not for publication) **MANDATORY** 678-338-5850
Athletic Director's office e-mail address kendrah.underwood@ideapublicschools.org	Name of Athletic Director's secretary/assistant Tamar Espinosa
Secretary/assistant's office phone number 813-505-7310	Secretary/assistant's office e-mail address tamar.espinosa@ideapublicschools.org

Number of full years person has been Athletic Director in the state of Florida: 0

Designation of FHSAA Representative (provide name and contact information for the person who will be the FHSAA Rep. in the 2021-22 school year)

The principal MUST designate the administrator who will act as the school's official representative to the FHSAA for the 2021-22 school year. This individual will be the school's primary point of contact regarding FHSAA matters; will be the addressee on all FHSAA-provided material and information; will be the only individual in the school who is eligible for election to offices in the FHSAA governance structure (*when approved into Full Membership*); will be the only individual in the school who is eligible to vote in FHSAA governance elections; and, other than the principal, will be the only person authorized to sign FHSAA-required documents. Once designated, the FHSAA Representative cannot be changed except in writing by the principal. [NOTE: Designation of an individual other than the principal will in no way relieve the principal of ultimate responsibility for the conduct of the athletic program at the school. (Bylaw 6.1.2)]

Name of person who will be FHSAA Representative:

☐ Dr. ☐ Mr. ☐ Mrs. ☒ Ms. ☐ Rev. Janine Valentine

Administrative position of FHSAA Representative (check one)

☐ Principal ☒ Assistant Principal ☐ Athletic Director ***{Must be one of three listed - s. 1006.20 (3)(b) F.S.}***

FHSAA Representative's office phone number 813-240-4579	FHSAA cell phone number (not for publication) **MANDATORY** 813-495-3769
FHSAA Representative's home phone number (not for publication) **MANDATORY** 813-495-3769	FHSAA Representative's office e-mail address janine.valentine@ideapublicschools.org

Presence of AED & trained CPR individual at athletic practices and contest(s)

It is now required per Florida Statute 1006.165, F.S. that an automated external defibrillator (AED) be present and available for use if needed at the site of every workout, practice, preseason, regular-season and post-season interscholastic contest in which member high schools/combination schools participate. Also, beginning June 1, 2021, a school employee or volunteer with current training in cardiopulmonary resuscitation (CPR) and use of a defibrillator must be present at each athletic event during and outside of the school year, including practices, workouts and conditioning sessions. All employees or volunteers who may be reasonably expected to use a defibrillator must complete training in cardiopulmonary resuscitation or a basic first aid course that includes cardiopulmonary resuscitation training

You must select one of the choices below. (check only one)

☐ **This school will have a trained individual in CPR and an AED available at all athletic practices and contests.**

☐ **This shool does not/will not have a trained individual in CPR and an AED available at all athletic practices and contests.**
I understand this puts me directly in violation of Florida Statute and FHSAA Policy 42.2.3.

Required Documentation to be Submitted in Addition to this Application

A fully completed application, together with payment of the $150 non-refundable application fee ($60 for a middle/junior high school), must be accompanied by the following documentation. Check to make sure the required documentation is attached to the email you submit.

All private, charter, laboratory and boarding schools must enclose:

- ☐ Certificate of insurance for Athletic Base Medical Plan Coverage (Policy 8.1)
- ☐ Certificate of insurance for Athletic Catastrophic Accident and Disability Medical Coverage (Policy 8.2)
- ☐ Certificate of insurance for General Liability Coverage (Policy 8.3)
- ☐ Minutes of meeting during which Governing Board approved school's membership in the FHSAA and adopted FHSAA Bylaws as rules governing school's interscholastic athletic programs

Charter schools and university laboratory schools must enclose:

- ☐ Photocopy of charter

All schools must enclose the following document showing that the school can meet financial obligations of membership:

- ☐ Photocopy of financial statements from the most recent period (school year) that has been independently audited or reviewed by a certified public accountant (CPA).

Additional finanical items that may be requested:

- ☐ Photocopy of school's most recent federal tax return (IRS Form 990); and
- ☐ Photocopy of operating revenues and expenses for 2020-21 school year as officially reported to the school's Governing Board; and
- ☐ Photocopy of Budget for 2021-22 school year as officially approved by school's Governing Board

*For more information on what each of these consist of, please refer to Appendix A on Page 5.

Certification of Principal

Please accept this school's application for first-time membership in the Florida High School Athletic Association effective with the 2021-22 school year. By my signature below I certify the following:

1. I have reviewed the information provided on this form and have found it to be complete and accurate to the best of my knowledge. I understand that this application will not receive consideration unless all required information, documentation and payment of $150 is received by the FHSAA prior to the stated deadline.

2. I fully understand the obligations of membership in the FHSAA. These obligations include:

   (a) The obligation that the school controls its interscholastic athletic programs in accordance with the rules of the Association, and that the responsibility for this rests with me as principal of the school;

   (b) The obligation that the school complies with all rules of the Association, monitors its programs to assure compliance, and reports to the FHSAA Office when compliance has not been achieved and take appropriate corrective actions;

   (c) The obligation that the school certifies the eligibility of all student-athletes, and does not permit a student-athlete to participate in competition unless the student-athlete meets all eligibility requirements;

   (d) The obligation that the school fully cooperates with the FHSAA in the investigation of any alleged violation, as well as in any audit of the school to verify compliance with the rules of the Association;

   (e) The obligation that the school be represented at an FHSAA compliance seminar as outlined in Policy 5.1;

   (f) The obligation that the school provides the necessary insurance coverages as outlined in Policy 8;

   (g) The obligation that the school establishes policies that promote sportsmanship and ethical conduct in its interscholastic athletic programs; and

   (h) The obligation that the school accepts in good faith the decisions of the Association.

3. I understand that this school may be elected to the application period of membership effective with the 2021-22 school year only by a majority vote of the FHSAA Board of Directors at its annual year-end meeting.

4. I understand that this school must serve an application and subsequent provisional period unless it is exempt under the provisions of Bylaw 3.4. During these two periods, this school's only privilege of membership will be participation in regular-season interscholastic competition with FHSAA member and other nonmember schools in the state of Florida.

5. I understand that all payments to the FHSAA (dues, fees, fines, revenue shares, etc.) must come from non-tax sources (such as, but not limited to, internal accounts and gate receipts).

Dr. Kendrah Underwood Digitally signed by Dr. Kendrah Underwood Date: 2021.04.05 12:23:19 -04'00' April 10, 2021

Signature of Principal (REQUIRED)* Date

*This Application is void and incomplete if not signed by the current Head of School

Appendix A

One of the conditions of membership is proving the school can meet the financial obligations of membership. The FHSAA Bylaws (3.6) stipulate you must submit the following document for review:

1. Audit from a CPA from a recent period showing financial statements.

   • *Financial statements must show assets, liabilities and balances and must include an income statement showing revenues and expenses with income or loss. The audit must pertain to the school's financial condition, not a holding company. This pertains to all private schools and public charters.*

Please do not submit the following unless requested to do so....

The following items may be requested for more detailed infromation about the school's financial state:

2. Copy of School's most recent tax return

   •*Applies only to private schools – IRS Form 990 for most recent tax year*

3. Prior year operating revenues and expenses as reported to a governing board for the school

   • *Revenue categories should include items such as tuition, grants, donations, fees, and interest earnings. Expenditure categories should include items such as salaries, books, supplies, equipment, maintenance, custodial etc. The school's name must appear on the report as well as the dates of the information covered in the report.*

4. Operating budget for the upcoming year showing revenues and expenses that has been approved by the governing board.

   • *Revenue categories should include items such as tuition, fees, interest earning and expenditure categories should include items such as salaries, books, supplies, equipment, maintenance, custodial etc. The school's name must appear on the report as well as the dates of the budget.*

Any financial information must show monetary sources, expected expenditures related to the school and whether the school will operate at a profit or loss. If the school is operating or projected to operate at a loss, additional information may be required to be submitted (such as an audited financial statement showing there are sufficient balances to help offset the loss).

IDEA Florida
Board Consent Item F
April 23, 2021

Subject: Contract Approval for Curriculum: Amplify ELA and Amplify Science

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Proposed Board Action: For Approval

Executive Summary:

The ELA Program Team has chosen Amplify Core Knowledge Language Arts (K-5) and Amplify English Language Arts (6-8) for adoption in the state of Florida. These programs fully align to the principles of the Science of Reading and to Florida's B.E.S.T. standards. They were also chosen based on alignment to the following criteria: knowledge-building, explicit phonics instruction, explicit writing instruction, cross-topic integration, multi-modal engagement, equitable access for all learners, diverse/anti-racist representation, and instructional materials requirements as outlined by the Florida Department of Education. The pricing reflected in the proposal is reflective of pre-negotiated prices and rates through the Florida Department of Education.

Amplify Science

IDEA Florida will be adopting the Amplify curriculum for 6th grade science, as it aligns 100% with Florida's Sunshine State Standards. Amplify was selected due to its phenomena-based approach with real-world anchors. Scholars uncover scientific concepts over time using science and engineering practices. Furthermore, Amplify includes detailed lesson plans and teacher guides for each day of instruction. It is also the only 6th grade science instructional material to meet all expectations by Ed Reports. Amplify has been successfully implemented in IDEA's Southern Louisiana campuses for the past few years.

Amplify will be used every year until 6th grade; it is estimated to cost $7,000 per campus per year. This includes a consumable investigation notebook for each student, digital access for both students and the teacher, and refillable lab kits for the teacher to easily implement the labs and activities in the classroom.

These materials were procured through a sole-source approach; Amplify owns the intellectual rights.

ELA Proposed Cost: $393,320.00 (5-year agreement)

Science Proposed Cost: $123,125.98 (1-year agreement)

Total Proposed Cost: $516,445.98

Supporting Documentation: Proposed agreement with Amplify

Presenter: Elliot Nguyen, Director of Procurement

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-44322-1
Date: 4/14/2021
Expires On: 5/14/2021

Customer Contact Information

Nailah McNeil
IDEA Public Schools (FL)
(956) 377-8000
956-447-3796
nailah.mcneil@ideapublicschools.org

Amplify Contact Information

Melinda Lyon
Senior Account Executive
(704) 813-7757
mlyon@amplify.com

Florida CKLA

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
CKLA Florida GK Complete Student Kit (5 yrs + Digital Access)	978-1-20723-072-3	$185.00	0	520	$96,200.00
CKLA Florida GK Complete Teacher Kit (Includes Digital Access) 5yrs	978-1-20570-057-0	$1,400.00	0	8	$11,200.00
CKLA Florida G1 Complete Student Kit (5 yrs + Digital Access)	978-1-20730-073-0	$179.00	0	520	$93,080.00
CKLA Florida G1 Complete Teacher Kit (Includes Digital Access) 5yrs	978-1-20587-058-7	$1,350.00	0	8	$10,800.00
CKLA Florida G2 Complete Student Kit (5 yrs + Digital Access)	978-1-20747-074-7	$179.00	0	520	$93,080.00
CKLA Florida G2 Complete Teacher Kit (Includes Digital Access) 5yrs	978-1-20594-059-4	$1,350.00	0	8	$10,800.00
TOTAL					**$315,160.00**

Florida ELA

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify ELA Florida Grade 6 Teacher Blended Package (5yr license 2021-2026)	978-1-63602-521-6	$180.00	6	2	$360.00
Amplify ELA Florida Grade 6 Student Blended Package (Qty delivered each year for consumable components, 5 years)	978-1-63602-518-6	$125.00	0	520	$65,000.00
TOTAL					**$65,360.00**

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
CKLA FL Ed Initial Training for K-2 Teachers (1 Day Remote)	4.00	$1,200.00	$0.00
CKLA FL Ed Strengthening Full Day (Two 1/2 Day consecutive Onsite)	2.00	$3,200.00	$6,400.00
Amplify ELA FL Ed Initial Training for Teachers (1 Day Remote)	1.00	$1,200.00	$0.00
Amplify ELA FL Ed Strengthening Full Day (Two 1/2 Day Onsite consecutive sessions)	2.00	$3,200.00	$6,400.00
TOTAL		**$8,800.00**	**$12,800.00**

GRAND TOTAL $393,320.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2021 until 06/30/2026.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or credit card authorization form
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402

- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see http://www.amplify.com/virtual-patent-marking).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance

with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at http://www.amplify.com/customer-privacy will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at http://www.amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor

costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

CUSTOMER PRODUCTS & SERVICES AGREEMENT

This CUSTOMER PRODUCTS & SERVICES AGREEMENT (this "**Agreement**") is made as of 4/7/21 by and between the IDEA Public Schools ("**Customer**"), a school district located at 2115 W. Pike Blvd., Weslaco, Texas, and AMPLIFY EDUCATION, INC., a Delaware corporation with headquarters at 55 Washington Street, Suite 800, Brooklyn, New York 11201 ("**Amplify**").

1. **Scope**. Amplify Education, Inc. ("***Amplify***") and Customer wish to enter into an agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "***Quote***") and these Customer Terms & Conditions, including any addendums hereto (the "***Agreement***") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "***Products***").

2. **License**. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users, as defined below, to access and use the Products solely in the U.S. for the duration specified in the Quote (the "***Term***"), for the number of Authorized Users specified in the Quote, for whom Customer has paid the applicable fees to Amplify. "***Authorized User***" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available at amplify.com/user-terms and through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. **Restrictions**. Customer shall access and use the Products solely for the non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest in such works to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights**. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "***IP Rights***" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall promptly notify Amplify of

any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

5. **Payments**. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments**. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt.

7. **Account Information**. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. **Confidentiality**. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information ("***Confidential Information***"), including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and/or trade secrets, in whatever form. Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data**. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("***Student Data***"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations under FERPA, the Children's Online Privacy Protection Act (COPPA), the Protection of Pupil Rights Amendment (PPRA), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement.

10. **Customer Materials and Requirements**. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other

materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("***Customer Materials***"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. **Warranty Disclaimer**. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability**. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term; Termination**. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. **Miscellaneous**. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement

shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power and authority to enter into this Agreement and to comply with the obligations hereunder.

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this Agreement effective as of the date first set forth above.

_____	AMPLIFY EDUCATION, INC.
By:_____	By:_____
Name:	Name: Catherine Mackay
Title:	Title: COO

EXHIBIT A

[SEE PRICE QUOTE, RENEWAL LETTER OR PURCHASE ORDER ATTACHED]

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-47989-1
Date: 4/6/2021
Expires On: 5/6/2021

Customer Contact Information
Nicole Marlowe
IDEA Public Schools (FL)
(956) 377-8000
nicole.marlowe@ideaschools.net

Amplify Contact Information
Melinda Lyon
Senior Account Executive
(704) 813-7757
mlyon@amplify.com

Investigation Notebooks

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Middle School: Metabolism Engineering Internship Student Investigation Notebook - FLORIDA EDITION	978-1-64089-130-2	520.00	$1.99	$1,034.80
Amplify Science Middle School: Metabolism Student Investigation Notebook - FLORIDA EDITION	978-1-64089-129-6	520.00	$1.99	$1,034.80
Amplify Science Middle School: Microbiome Student Investigation Notebook - FLORIDA EDITION	978-1-64089-128-9	520.00	$1.99	$1,034.80
Amplify Science Middle School: Force and Motion Student Investigation Notebook - FLORIDA EDITION	978-1-64089-131-9	520.00	$1.99	$1,034.80
Amplify Science Middle School: Magnetic Fields Student Investigation Notebook - FLORIDA EDITION	978-1-64089-132-6	520.00	$1.99	$1,034.80
Amplify Science Middle School: Ocean, Atmosphere, and Climate Student Investigation Notebook - FLORIDA EDITION	978-1-64089-134-0	520.00	$1.99	$1,034.80
Amplify Science Middle School: Weather Patterns Student Investigation Notebook - FLORIDA EDITION	978-1-64089-133-3	520.00	$1.99	$1,034.80
TOTAL				**$7,243.60**

Digital Licenses

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
Florida Edition: One Year Teacher License for Comprehensive Science 1 and Comprehensive 1, Advanced courses. - 1yr (2021-2022)	978-1-64089-522-5	8.00	$50.00	$0.00
Florida Edition: One Year Student License for Comprehensive Science 1 and Comprehensive 1, Advanced courses. - 1yr (2021-2022)	978-1-64089-523-2	520.00	$25.00	$13,000.00
TOTAL				**$13,000.00**

Kits

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Middle School: Metabolism Kit	978-1-64089-490-7	8.00	$380.00	$3,040.00
Amplify Science Middle School: Microbiome Kit	978-1-64089-489-1	8.00	$134.00	$1,072.00
Amplify Science Middle School: Force and Motion Kit	978-1-64089-500-3	8.00	$525.00	$4,200.00
Amplify Science Middle School: Magnetic Fields Kit	978-1-64089-501-0	8.00	$315.00	$2,520.00
Amplify Science Middle School: Ocean, Atmosphere, and Climate Kit	978-1-64089-512-6	8.00	$550.00	$4,400.00
Amplify Science Middle School: Weather Patterns Kit - FLORIDA EDITION	978-1-64089-046-6	8.00	$470.00	$3,760.00
TOTAL				**$18,992.00**

GRAND TOTAL $39,235.60

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2021 until 06/30/2022.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or credit card authorization form
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402

- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-46341-1
Date: 4/6/2021
Expires On: 5/6/2021

Customer Contact Information
Rebecca Pledger
IDEA Public Schools (FL)
(956) 377-8000
rebecca.pledger@ideapublicschools.org

Amplify Contact Information
Melinda Lyon
Senior Account Executive
(704) 813-7757
mlyon@amplify.com

Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade K Digital Teacher License - 1yr (2021-2022)	978-1-64333-606-0	$75.00	0	8	$600.00
Amplify Science Elementary School: Grade K Kits	978-1-64482-189-3	$2,615.00	0	8	$20,920.00
Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit)	978-1-64333-059-4	$5.97	0	520	$3,104.40
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	978-1-64482-188-6	$140.00	8	0	$0.00
TOTAL					**$24,624.40**

Grade 1

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 1 Digital Teacher License - 1yr (2021-2022)	978-1-64333-607-7	$75.00	0	8	$600.00
Amplify Science Elementary School: Grade 1 Kits	978-1-64482-197-8	$2,515.00	0	8	$20,120.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit)	978-1-64333-060-0	$5.97	0	520	$3,104.40
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	978-1-64482-196-1	$140.00	8	0	$0.00
TOTAL					**$23,824.40**

Grade 2

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 2 Digital Teacher License - 1yr (2021-2022)	978-1-64333-608-4	$75.00	0	8	$600.00
Amplify Science Elementary School: Grade 2 Kits	978-1-64482-205-0	$2,555.00	0	8	$20,440.00
Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit)	978-1-64333-061-7	$8.97	0	520	$4,664.40
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	978-1-64482-204-3	$140.00	8	0	$0.00
TOTAL					**$25,704.40**

S & H

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	$9,647.18	$9,647.18

GRAND TOTAL $83,800.38

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2021 until 06/30/2022.

- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

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Please include these three documents with your order:

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- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402

- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

IDEA Florida
Board Consent Item G
April 23, 2021

Subject: Contract Approval for Curriculum and PD: Zearn

Proposed Board Action: For Approval

Executive Summary:

Zearn is a multi-faceted instructional program designed to allow students to engage in the rigorous and cumulative Eureka Math curriculum using digital individualized lessons and adaptive fluency practice. Zearn utilizes small-group instruction to address concept development and integrates whole-class application problems and fluency practice, while allowing students the opportunity to practice their new knowledge and previous skills in an online platform with immediate feedback and support. Zearn (or Eureka Math as its non-digital version), is utilized in several schools throughout IDEA as a support program. Zearn is highly rated through EdReports.org (an independent group evaluating math and ELA instructional resources). This program is not currently fully aligned to the upcoming BEST standards, additional work is being completed by IDEA curriculum managers to adapt the curriculum as needed.

In addition to the curriculum, Zearn will provide targeted training and professional development to instructional staff working in IDEA Florida schools.

*Note: Zearn is developing a BEST aligned curriculum for state adoption to begin the 2022-23 school year. IDEA will reevaluate the newly developed program when available.

These materials were procured through a sole-source approach; Zearn owns the intellectual rights.

Projected Spend: $12,000

Supporting Documentation: Proposed School Account and On-Demand PD Agreement; Zearn School and District Coach Training Agreement.

Presenter: Elliot Nguyen, Director of Procurement

ZEARN SCHOOL AND DISTRICT COACH TRAINING AGREEEMENT

This Zearn School and District Coach Training Program Agreement ("Agreement") is between Zearn, Inc. ("Zearn") and IDEA FLORIDA ("Customer") located in and is effective on the date this Agreement is signed by Customer, and outlines the terms under which Zearn agrees to provide to Customer Zearn's School and District Coach Training Program ("Coach Training Program") for leading Zearn Math implementation.

1. Coach Training Program

The purpose of the Coach Training Program is to provide a full-year training program to support district and school-based coaches with leading Zearn Math implementation at the classroom, school and district level, and includes the following:

- Independent learning to build foundational knowledge of Zearn Math implementation and approach to teaching and learning.
- Virtual, two-day seminar on **May 11th and May 12th, 2021**. Seminar is hosted and led by qualified Zearn trainers that builds expertise to lead cycles of planning, observations, and coaching throughout Zearn Math implementation.
- Continuing Education offered on a monthly basis through virtual trainings of 60-90 minute sessions.

2. Training Period, Fee and Cancellation Policy

The School and District Coach Training is a one-year long program.

The fee for the Coach Training Program is $1,000 per training participant. By signing this Agreement, Customer is responsible for payment based on the number of 2 registrants. Zearn will invoice Customer upon receipt of this signed agreement, and payment is due within 30 days of the invoice date.

Zearn's training team incurs expenses in preparation for training sessions and is not able to absorb these expenses if training sessions are canceled. For this reason, all training fees are non-refundable and may not be pro-rated. Should any of Customer's trainees no longer be able to attend, Customer may identify another trainee to attend in their place.

The training fee includes all the instructional materials needed to fully participate in the training program.

3. Intellectual Property Disclaimer

Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Customer to claim ownership or interests in any of Zearn' s intellectual property. Customer agrees to use the training materials solely for its own personal and non-commercial purposes.

4. Suggestions and Feedback

During the training, Customer may provide Zearn with certain intellectual property, suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Customer agrees that Zearn shall own all such Suggestions, including all copyrights therein.

PROFESSIONAL DEVELOPMENT SESSION AGREEMENT

5. Signature Authorization

Customer represents that the signatory below is authorized to enter into this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

By signing the below, the Customer and Zearn agree to the terms of this Agreement.

For Customer:

Name: _____

Title: _____

Signature: _____

Date: _____

For Zearn:

Name: Shalinee Sharma _____

Title: Chief Executive Officer _____

Signature: _____

Date: _____

IDEA Florida
Board Consent Item H
April 23, 2021

Subject: Ratification of ESSER II Project Application

Proposed Board Action: For Approval

Executive Summary:

In December 2020, the United States Congress passed the Elementary and Secondary Schools Emergency Relief (ESSER-II) Fund under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA). In April, the Florida Department of Education released a Request for Applications for Florida Local Education Agencies to submit a request for funds. The FL Department of Education determined LEA allocations based upon current or projected enrollment. IDEA Florida received an initial allocation of $1.6M. No distribution date has been set by the Florida Department of Education. The funds will be incorporated in a future budget amendment presented to this board.

Supporting Documentation: ESSER-II DOE 100A, Assurance

Presenter: Adam Miller, VP Policy & Advocacy

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	Elementary and Secondary Schools Emergency Relief (ESSER II) Fund under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act. **TAPS NUMBER: 21A164**	Date Received
	B) Name and Address of Eligible Applicant: **IDEA Florida**	**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) Applicant Contact & Business Information	
$1,663,019	Contact Name: Armando Perez Fiscal Contact Name: Travis Markey	Telephone Numbers: **956-998-6974**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: 2115 W. Pike Blvd. Weslaco Tx, 78596	E-mail Addresses: Armando.Perez@ideapublicschools.org Travis.Markey@ideapublicschools.org
	Physical/Facility Address: 11612 N. Nebraska Ave., Tampa, Fl 33612	DUNS number: 043680744 FEIN number: 84-3519271

CERTIFICATION

I, Lizzette Reynolds, as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E)		
Signature of Agency Head	**Governing Board Chair** Title	**4/7/2021** Date

FLORIDA DEPARTMENT OF EDUCATION fldoe.org

Instructions for Completion of DOE 100A

A. If not pre-populated, enter name and TAPS number of the program for which funds are requested.

B. Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.

C. Enter the total amount of funds requested for this project.

D. Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Data Universal Numbering System (DUNS), or unique agency identifier number, requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their DUNS registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.

E. **The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.

- **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

Elementary and Secondary School Emergency Relief (ESSER II) Fund under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act

PROGRAMMATIC, FISCAL, AND REPORTING ASSURANCES

The [Local Educational Agency Chief Executive Officer, or his/her authorized representative] assures the following:

1. The LEA will use ESSER II funds for activities allowable under section 313(d) of the CRRSA Act, as follows:

   (d) USES OF FUNDS.—A local educational agency that receives funds under this section may use the funds for any of the following:

   (1) Any activity authorized by the ESEA of 1965, including the Native Hawaiian Education Act and the Alaska Native Educational Equity, Support, and Assistance Act (20 U.S.C. 6301 et seq.), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) (''IDEA''), the Adult Education and Family Literacy Act (20 U.S.C. 1400 et seq.), the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) (''the Perkins 25 Act''), or subtitle B of title VII of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.).

   (2) Coordination of preparedness and response efforts of local educational agencies with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to coronavirus.

   (3) Providing principals and others school leaders with the resources necessary to address the needs of their individual schools.

   (4) Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population.

   (5) Developing and implementing procedures and systems to improve the preparedness and re sponse efforts of local educational agencies.

   (6) Training and professional development for staff of the local educational agency on sanitation and minimizing the spread of infectious diseases.

   (7) Purchasing supplies to sanitize and clean the facilities of a local educational agency, including buildings operated by such agency.

   (8) Planning for, coordinating, and implementing activities during long-term closures,

including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under the IDEA and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements.

(9) Purchasing educational technology (including hardware, software, and connectivity) for students who are served by the local educational agency that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment.

(10) Providing mental health services and supports.

(11) Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, children with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.

(12) Addressing learning loss among students, including low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care, of the local educational agency, including by

(A) Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiating instruction.

(B) Implementing evidence-based activities to meet the comprehensive needs of students.

(C) Providing information and assistance to parents and families on how they can effectively support students, including in a distance learning environment.

(D) Tracking student attendance and improving student engagement in distance education.

(13) School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.

(14) Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door repair and replacement.

(15) Other activities that are necessary to maintain the operation of and continuity of services in local educational agencies and continuing to employ existing staff of the local educational agency.

2. The LEA acknowledges that the U.S. Department of Education generally does not consider the following to be an allowable use of ESSER II funds:
    - 1) subsidizing or offsetting executive salaries and benefits of individuals who are not employees of the SEA or LEAs or
    - 2) expenditures related to state or local teacher or faculty unions or associations.

3. (For school district LEAs and sponsors of charter schools) The LEA will provide an allocation to all charter schools within its district. Unless otherwise agreed between the district and the charter school(s), the charter school allocation shall be not less than the pro-rata share of the district's total allocation, based on the district's total unweighted FTE and the charter school's total unweighted FTE reported in the 2020-21 survey 3.

4. The LEA and any other entity that receives ESSER funds through the subgrant awarded hereunder will, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with Section 315 of the CRRSA Act. In addition, the LEA will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. ESSER II funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.

5. The LEA will comply with all reporting requirements, and submit required reports to the Florida Department of Education at such time and in such manner and containing such information as the department may subsequently require. The LEA shall be prepared to provide detailed accounting of the use of funds provided hereunder, including how the LEA is using funds to measure and address learning loss among students disproportionately affected by coronavirus and school closures, including low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care.

6. The LEA will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Florida Department of Education, the Florida Auditor General; (ii) the Department and/or its Inspector General; or (iii) any other federal or state agency, commission, or department in the lawful exercise of its jurisdiction and authority.

Local Educational Agency Chief Executive Officer or Authorized Representative (Printed Name):

Signature: Lizz	Date:

IDEA_ESSERII_DOE100A

Final Audit Report 2021-04-12

Created:	2021-04-12
By:	Adam Miller (adam.miller@ideapublicschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu8eSTpdylkNtVHW1YUigj-ptlQjldCMI

"IDEA_ESSERII_DOE100A" History

Document created by Adam Miller (adam.miller@ideapublicschools.org)
2021-04-12 - 11:25:52 AM GMT- IP address: 162.246.142.6

Document emailed to Lizzette Gonzalez Reynolds (lizzette@excelined.org) for signature
2021-04-12 - 11:26:52 AM GMT

Email viewed by Lizzette Gonzalez Reynolds (lizzette@excelined.org)
2021-04-12 - 1:43:44 PM GMT- IP address: 70.112.183.113

Document e-signed by Lizzette Gonzalez Reynolds (lizzette@excelined.org)
Signature Date: 2021-04-12 - 1:51:18 PM GMT - Time Source: server- IP address: 70.112.183.113- Signature captured from device with phone number XXXXXXX1017

Agreement completed.
2021-04-12 - 1:51:18 PM GMT

Adobe Sign

IDEA Florida
Board Consent Item I
April 23, 2021

Subject: Contract Approval for Curriculum: McGraw Hill

Proposed Board Action: For Approval

Executive Summary:

Reading Mastery Transformations is an updated Reading Mastery program (previously known as Horizons) that utilizes traditional print; begins teaching letter names starting at lesson 1 of the K program; provides improved student outcomes, such as increased number of words a student can decode within a passage; and offers more robust and engaging stories, comprehension opportunities using text-based evidence, a balance of narrative and informational text, and extensive writing and spelling opportunities utilizing a simplified presentation and delivery method for teachers. We believe that by providing students with a more robust and rigorous program they will be better prepared for the more rigorous coursework in upper grade levels, success on state assessments and throughout their educational career.

IDEA has partnered with McGraw Hill in Texas for nearly a decade with the implementation of the original Reading Mastery Program. Given this history between McGraw Hill and IDEA, IDEA Florida will benefit from a 3-year preferred pricing agreement that leverages IDEA's scale. The cost below is inclusive of all three years for IDEA Hope AND Victory.

These materials were procured through a sole-source approach; McGraw Hill owns the intellectual rights.

Projected Spend: $77,333.13

Supporting Documentation: Pricing Quote, Draft Contract, Intellectual Property Documentation

Presenter: Elliot Nguyen, Director of Procurement

McGraw Hill Subscription Agreement Registration Page

The Subscription Agreement (the "Agreement") by and between McGraw Hill LLC ("McGraw Hill") and the educational institution set forth below ("Subscriber," "Customer" or "School") consists of the following: (i) this Registration Page, (ii) the Terms of Service available on the McGraw Hill website and attached hereto as Exhibit A (the "Terms of Service"), (iii) any purchase order(s), and (iv) any written addenda or amendments to any of the foregoing that are agreed to by both parties. In the event of a conflict between the terms of this Registration Page and the Terms of Service, the terms of this Registration Page will control. The Agreement shall be effective as of the date on which McGraw Hill has signed below (the "Effective Date").

1. **NAMES & ADDRESSES OF THE PARTIES:** McGraw Hill LLC, a limited liability company with an address at 8787 Orion Place, Columbus Ohio 43240 ("McGraw Hill"), and IDEA Florida Inc., a Florida non-profit corporation and open-enrollment public charter school, with an address at 2115 W Pike Blvd., Weslaco, TX 78599 ("Subscriber", "Customer" or "School").
2. **RELATIONSHIP OF THE PARTIES.** Subscriber's End Users (as defined in the Terms of Service) will use certain online educational products and services (the "Services") and related content provided by McGraw Hill in connection with courses offered by Subscriber. Subscriber and/or its End Users may provide personally identifiable information of the End Users to McGraw Hill in connection with accessing and using the Services. End Users that are instructors or administrators are required to agree to McGraw Hill's Terms of Use and the Privacy Notice (each available on the McGraw Hill website and attached hereto as Exhibit B and Exhibit C, respectively) before accessing the Services.
3. **DATA PRIVACY AND SECURITY.** McGraw Hill maintains reasonable procedures in accordance with its policies and practices and applicable law to protect the confidentiality, security, and integrity of personally identifiable information received by McGraw Hill in connection with provision of the Services to the End Users in accordance with the McGraw Hill Data Privacy and Security Guidelines (available on the McGraw Hill website and attached hereto as Exhibit D).

   McGraw Hill Insurance Requirements: McGraw Hill shall, at all times during the Term hereof and at McGraw Hill's sole expense, keep in full force and effect the following minimum limits of insurance:

   i) Technology Professional Liability Errors and Omissions: McGraw Hill shall maintain coverage appropriate to McGraw Hill's work under this Agreement, with limits not less than $2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by McGraw Hill in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

      1. The policy shall include, or be endorsed to include ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Subscriber in the care, custody, or control of McGraw Hill.
      2. ***Cyber Liability coverage*** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Subscriber that will be in the care, custody, or control of McGraw Hill.

   Such policy shall name the Subscriber as an Additional Insured and include a Waiver of Subrogation Clause.
4. **TERM.** This Agreement shall remain in effect as long as McGraw Hill provides Services to Subscriber. In no

event shall McGraw Hill be obligated to provide any Services beyond any Subscription Term end date(s) set forth in the applicable purchase order or controlling purchasing document without the prior written consent of McGraw Hill and Subscriber.

5. **SUBSCRIBED MATERIALS**. By placing an order for the digital products set forth below (the "Subscribed Materials"), Subscriber agrees to be bound by the Terms of Service. Subject to Subscriber's payment of the fees set out below, McGraw Hill hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of End Users that corresponds to the quantity of Subscribed Materials set forth below to access and use the Subscribed Materials under the terms described in the Terms of Service. The subscription term for the Subscribed Materials shall be as set forth in the Product Description below. If no subscription term is specified, the initial term shall be one (1) year from the Effective Date (the "Initial Subscription Term"), and thereafter shall renew for additional one (1) year terms (each a "Subscription Renewal Term" and together with the Initial Subscription Term, the "Subscription Term"), provided McGraw Hill has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber, and Subscriber has paid for such Subscription Renewal Term.
6. **PRODUCT PURCHASE**. Subscriber shall purchase the McGraw Hill products (the "Products") set forth below at the prices set forth below.

ISBN Number	Product Description	Price
9781264133413	Reading Mastery Transformations Grade K Classroom Package, 3 Year	$5,950.50
9781264133536	Reading Mastery Transformations Grade K Reading Only Classroom Package, 3 Year	$3,777.00
9780076757534	Reading Mastery Transformations Grade K Teacher Reading Only Online, 3 Year	$382.50
9781264133543	Reading Mastery Transformations Grade 1 Reading Only Classroom Package, 3 Year	$3,777.00
9781264133550	Reading Mastery Transformations Grade 2 Reading Only Classroom Package, 3 Year	$5,950.50

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Subscriber	**McGraw Hill LLC**
By: _____	Kimberly A. Harvey
Print Name: _____	Kimberly Harvey
Title: _____	Sr. Director RFP, Bids & Contracts
Address: _____	8787 Orion Place Columbus, OH 43240
_____	
Email:_____@_____.____	bidsandcontracts@mheducation.com
Date: _____	Date: April 5, 2021

Exhibit A

Terms of Service

If you are outside the United States and access McGraw Hill products or services serving regions outside the United States, please go to our Terms of Service for International Platforms.

THESE TERMS OF SERVICE, together with the Terms of Use and the Privacy Notice, form a legal agreement (the "Agreement") between McGraw Hill LLC or its applicable subsidiaries or affiliates ("McGraw Hill," "we" or "us") for the Services defined below and the educational institution, company, or organization ("You" or the "Subscriber") entering into this Agreement and identified on the registration page of Your subscription contract for the Services (the "Registration Page"), where applicable. This Agreement also governs Your use of the Solution (as defined below).

These Terms of Service apply after clicking "I accept" in any available checkbox, by placing an order and paying for the Solution, by registering to use and then using the Solution, and/or by executing the Registration Page, where applicable. By accepting these Terms of Service, You affirm that You are at least 18 years of age, that You agree to these Terms of Service, the Terms of Use, and Privacy Notice and You will comply with such terms in connection with Your use of the Solution. You agree that (i) You are an employee, director, or agent of Subscriber; (ii) You have confirmed that Subscriber has agreed to be bound to these Terms of Service, the Terms of Use, and Privacy Notice; and (iii) Subscriber has authorized You to use the Solution on its behalf.

1. **THE SOLUTION.** McGraw Hill has developed a web-based solution (the "Solution") that enables users to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "McGraw Hill Content") offered by McGraw Hill through our website (the "Website") by purchasing a subscription. McGraw Hill hereby grants Subscriber a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") to access and use the Solution, through the Website, solely for educational purposes. End Users may access the Solution and the McGraw Hill Content in accordance with an access method offered by McGraw Hill and selected by Subscriber. All End Users other than K-12 students will be required to agree to the Terms of Use in order to access the Solution and the McGraw Hill Content. Payments of applicable fees to McGraw Hill are due within thirty (30) days of the date of invoice unless otherwise agreed to in writing.
2. **ADDITIONAL TERMS.** All use of the Solution and McGraw Hill Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the McGraw Hill Content.
3. **ADDITIONAL SERVICES.** McGraw Hill may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber.

Any professional services to be provided by McGraw Hill to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between McGraw Hill and Subscriber.

4. **APPLICABLE PRIVACY LAW.** Subscriber is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). “Personally Identifiable Information”, or “PII”, shall mean any information relating to an identified or identifiable natural person (a “data subject”) including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. McGraw Hill acknowledges that in the course of Subscriber's use of the Services, End Users’ Personally Identifiable Information may be disclosed to McGraw Hill. McGraw Hill agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. McGraw Hill acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, McGraw Hill agrees that under Applicable Privacy Law, officers, employees, and agents of McGraw Hill who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to McGraw Hill. McGraw Hill and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services. McGraw Hill shall enable Subscriber to maintain compliance with Applicable Privacy Law in connection with Subscriber’s use of the Solution. For further information about McGraw Hill's data privacy and security practices, please read our Privacy Notice.

5. **SUBSCRIBER DATA.** All information concerning Subscriber (“Subscriber Data”) and Personally Identifiable Information concerning End Users shall belong to Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement. Subscriber assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users’ parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.

6. **MCGRAW HILL USE OF SUBSCRIBER DATA.** As a service provider to Subscriber, McGraw Hill will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable

Information and Subscriber Data received by McGraw Hill in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that McGraw Hill has the right to use the Personally Identifiable Information and Subscriber Data collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personally Identifiable Information and Subscriber Data will be used by McGraw Hill for Research Purposes only in the aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

7. **LOCATION OF SERVICES.** We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Subscribers who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.
8. **OWNERSHIP.** No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber is permitted to access and use the Solution, McGraw Hill Content and any other materials provided hereunder only as expressly set forth in these Terms of Service. Subscriber is not permitted and shall have no right to use the Solution or McGraw Hill Content for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, McGraw Hill's right, title, and interest in the Solution and McGraw Hill Content.
    1. Before using any content or materials in the Solution or McGraw Hill Content designated as "open", OER, or available for public use, you should review the governing licensing restrictions associated with such content or materials. No rights of any kind are granted by McGraw Hill to use such content or materials outside of the Solution.
    2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant McGraw Hill the right to make such third-party content available to End Users in the same manner and to the same extent as the McGraw Hill Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.
9. **RESTRICTIONS ON USE.** Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or McGraw Hill Content; (b) decompiling, reverse engineering or disassembling the Solution or McGraw Hill Content, (c) distributing or disclosing the Solution or McGraw Hill Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or McGraw Hill Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or McGraw Hill Content.

10. **TERM AND TERMINATION.** This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations, for which McGraw Hill may terminate this Agreement immediately), McGraw Hill may terminate this Agreement on five (5) business days' prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing McGraw Hill with no less than thirty (30) days' prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, McGraw Hill may terminate this Agreement on at least sixty (60) days prior written notice.
11. **EFFECT OF TERMINATION OR EXPIRATION.** Subscriber's permission to use the Solution and McGraw Hill Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or McGraw Hill Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").
12. **CONFIDENTIALITY.** The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.
13. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its TERMS. MCGRAW HILL DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MCGRAW HILL CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MCGRAW HILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MCGRAW HILL MAKES NO WARRANTY THAT (I) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (II) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III)

THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (IV) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MCGRAW HILL, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that McGraw Hill may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

14. **LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**.** To the extent the foregoing exclusion of liability is not permitted under applicable law, McGraw Hill's liability in such case will be limited to the greatest extent permitted by law.
15. **INDEMNIFICATION.** McGraw Hill shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. To the extent permitted by law, Subscriber shall indemnify, defend and hold harmless McGraw Hill and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by McGraw Hill hereunder.
16. **Limitations**: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE SUBSCRIBER (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON THE SUBSCRIBER'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON THE SUBSCRIBER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE ~~OF TEXAS~~FLORIDA.

17. **No Waiver of Immunity**: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, McGraw Hill ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO THE SUBSCRIBER, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO THE SUBSCRIBER UNDER APPLICABLE LAW.

18. **MISCELLANEOUS.** The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement with McGraw Hill regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of McGraw Hill, which consent McGraw Hill may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

Exhibit B

McGraw Hill Terms of Use (last updated: January 2020)

If you are outside the United States and access McGraw Hill products or services serving regions outside the United States, please go to our Terms of Use for International Platforms.

If you are an MHCampus user, please go to our MHCampus Terms of Use.

If you are using McGraw Hill products or services as a member of an educational institution or business that has a separate written agreement with McGraw Hill, that agreement will govern your use of the products or services and these terms and conditions as written below do not apply to you.

McGraw Hill Terms of Use

These terms and conditions (the "Terms of Use") apply to all web sites and applications (collectively, the "Sites") owned and operated by McGraw Hill LLC or one of our affiliated companies ("McGraw Hill" or "us" or "we"). By registering for or otherwise using any of our Sites or Services (as defined below), or accessing any content or material that we make available through the Services or Sites, you agree to these Terms of Use. You may also agree to these Terms of Use by signing or entering into an ordering document with McGraw Hill that incorporates these Terms of Use. These Terms of Use, our Privacy Notice which is hereby incorporated by reference, and any ordering document form a legally binding agreement between you and McGraw Hill (collectively, this "Agreement"). We reserve the right, at our discretion, to change these Terms of Use in the future.

If you do not agree to this Agreement, you may not access or otherwise use the Sites or the Services.

You may use the Services only if you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and can form legally binding contracts under applicable law. If you are under 18 or the legal age of majority in your jurisdiction, your educational institution, parent, or guardian must agree to these Terms of Use on your behalf.

1. PROPRIETARY SERVICES FOR REGISTERED USERS. McGraw Hill operates electronic platforms/systems including web and mobile applications that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by McGraw Hill (collectively and including any subsequent versions of such platforms/systems and applications, the "Services") through our Sites. The material on our Sites include general non-proprietary information available to all users of our Sites, but in order to access and use the Services you will be required to register on our Sites or through your educational institution. If you register to use the Services on behalf of your educational institution, you will be required to agree to additional terms and conditions in connection with the registration process (the "Terms of Service").

2. USER INFORMATION, COPPA.

During the course of using the Services, we may ask you to share certain personal information in order for us to provide you with the Services. Our Privacy Notice describes our policies around collecting, using, and maintaining the privacy of your personal information. You acknowledge and agree that between you and McGraw Hill, only you are responsible for the accuracy and content of your personal information, and you agree to keep it up to date.

In accordance with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of their educational institution or the child's parent or guardian. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use

student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

3. INTELLECTUAL PROPERTY. During the applicable term of your subscription for Services, subject to the payment of any fees in any applicable subscription agreement and subject to compliance with these Terms of Use and any other agreement governing your use of the Services, McGraw Hill grants you a limited, non-exclusive and non-transferable license to access and use the Services over the Internet via the Site provided for the Services for your own internal use for educational purposes only. McGraw Hill is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on our Sites and is the owner or licensee of the content and/or information on our Sites. Your use of our Sites does not grant to you a license to any content or materials you may access on our Sites, unless otherwise expressly provided in these Terms of Use or the Terms of Service. You may not use any Trademark displayed on our Sites without our prior written consent or prior written consent of the third-party that owns any other trademarks.

4. ACCESS TO MCGRAW HILL CONTENT. We may provide you with access to content and information related to the Services (the "McGraw Hill Content"). Your use of McGraw Hill Content is subject to these Terms of Use as well as any additional terms you agree to in connection with such McGraw Hill Content and/or posted on the Site for the McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You may not share or distribute to a third party any screen name or password for accessing the Services or the McGraw Hill Content. You may access and use materials from the Services and/or the McGraw Hill Content only for your own research or study.

5.RESTRICTIONS ON USE. Only you are to access the Services and/or the McGraw Hill Content using your username or password. If your license includes access to eBooks, during the time you have a valid license you may access your eBook on only one (1) web session if using the McGraw Hill eReader (i.e., no concurrent uses allowed) or two (2) devices if using McGraw Hill's Read Anywhere mobile application. If we have reason to believe you have shared your password information or access to your account or have used the Services in violation of the provisions herein, we may suspend or terminate your account and refuse any and all current or future use of the Services. You agree that you will not otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the Services and/or the McGraw Hill Content or modify or remove any proprietary notices contained therein, or create or enable the creation of derivative works based thereon. You may not use any robot, spider, other automatic device or program or manual process to access, monitor, copy or reproduce the Services or the McGraw Hill Content. You may not engage in systematic retrieval of content from the Services or the McGraw Hill Content to create or compile, directly or indirectly, a collection, compilation, database or directory. You may not disseminate any portion of the Services or the McGraw Hill Content through electronic means, including mail lists or electronic bulletin boards. You may not reverse engineer the Services, nor circumvent, disable, or otherwise interfere with any technical and/or other limitations, including without limitation security-related features. You acquire no right, title or interest in any McGraw Hill content except for the limited access license granted to you, and McGraw Hill reserves all rights in the McGraw Hill Content.

6. COMMUNICATIONS TO MCGRAW HILL. Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information or personally identifiable information. Please refer to the Privacy Notice with regard to how we handle your personal information. By e-mailing us or otherwise providing content to us, or posting content to the Sites or the Services including but not limited to feedback, questions, comments, suggestions, and the like (collectively, "User Content"), you agree to be bound by our User Content Submission Agreement and we may use any non-personally identifiable ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information. You own the rights to anything you post to the Sites or the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all non-personally identifiable submissions you provide to us, in any media now known or hereafter devised.

The Site or Services may permit you to upload third-party content for use with the Site or Services ("Service Uploads"). You represent and warrant that prior to providing any upload you will have all necessary rights to provide the Service Uploads, and that your Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. You grant McGraw Hill the right to make your Service Uploads available to licensed end users in the same manner and to the same extent as the McGraw Hill Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available on the Site offering the Service which shall be in addition to, and not instead of, these Terms of Use.

7. COMMUNITY GUIDELINES.

In using the Sites or Services, you agree you will not: (a) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant McGraw Hill all of the license rights granted herein; (e) submit material that is unsuitable for minors in any country; or (f) submit material that is malicious or destructive in nature, or contain a virus or other computer programming routine or engine that is intended to damage or otherwise interfere with any system, data, or information. McGraw Hill does not and cannot review all User Content or Service Uploads and is not in any manner responsible for such content. McGraw Hill reserves the right, but has no obligation, to refuse to post, block or remove communications or materials for any reason in its sole discretion. McGraw Hill may terminate your access to our Sites and/or the Services to prevent further posting or distribution of any communications or materials, and McGraw Hill may, but is not obligated to, report any of your communications or materials to your educational institution.

8. NO WARRANTIES. WE AND OUR LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES, MCGRAW HILL CONTENT OR THE SERVICES. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITES, THE MCGRAW HILL CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MCGRAW HILL IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MCGRAW HILL RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

9. EXTERNAL WEBSITES. Our Sites may contain links to third-party applications or websites ("External Websites"). These links are provided only as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, McGraw Hill has no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. McGraw Hill disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

10. INDEMNIFICATION. To the extent permitted by applicable law, You agree to defend, indemnify, and hold harmless McGraw Hill and our officers, directors, employees, successors, licensors, service providers, and assignees from and against any claims, actions, demands, liabilities, losses, damages, costs and expenses including, without limitation, reasonable legal and accounting fees, arising from or relating to your breach of this Agreement or your access to, use, or misuse of the McGraw Hill Content, our Sites, or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

11. LIABILITY. IN NO EVENT WILL MCGRAW HILL OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MCGRAW HILL CONTENT, SITES, THE SERVICES, OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MCGRAW HILL CONTENT, THE SITES, OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING EXCLUSION OF LIABILITY IS NOT PERMITTED UNDER APPLICABLE LAW, MCGRAW HILL'S LIABILITY IN SUCH CASE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. INFRINGEMENT NOTIFICATION. We respect the intellectual property rights of others, and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, McGraw Hill, 2 Penn Plaza, New York 10121. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

13. COMPLIANCE WITH APPLICABLE LAWS. We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

14. TERMINATION OF THE AGREEMENT. We reserve the right in our sole discretion, to restrict, suspend, or terminate your use or access to any of the Services, McGraw Hill Content, and/or our Sites and/or discontinue any portion, feature, or content of the Services, McGraw Hill Content, our Sites, or this Agreement at any time and for any reason without prior notice or liability. If you violate these Terms of Use McGraw Hill may, but is not obligated to, report any such violation of these Terms of Use to your educational institution. When reasonably feasible, we will make reasonable efforts to provide notice of significant changes to the Services to end users with active licenses to use the Services.

15. MISCELLANEOUS. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the "Termination of the Agreement" provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to McGraw Hill," "No Warranties," "Indemnification," "Liability," "Compliance With Applicable Laws," "Termination of the Agreement," and "Miscellaneous." Our failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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Exhibit C

McGraw Hill Data Privacy Notice

End User Privacy Notice

Effective Date: January 1, 2020

Introduction

As a global leader in providing digital learning systems for educators and students, McGraw Hill LLC ("McGraw Hill") is deeply committed to protecting the privacy of our end users. Whether you are using Connect, ConnectEd, Engrade or any of our other solutions, we collect Personally Identifiable Information that we use to provide, maintain and improve the solution. We are providing the below information so that you can understand how we protect and use your information. If you are under 18, we suggest that you review this information with your parents.

This information applies to all end users of our digital learning system. Since McGraw Hill is a service provider to your institution, your institution is best able to provide you with a full understanding of their privacy practices and more information on how their end user's Personally Identifiable Information (PII) is collected, shared, and used. To obtain more detailed information about how PII is collected, used, and shared by your educational institution, please contact the appropriate individual at that institution.

In limited circumstances, end users may also be customers of McGraw Hill and McGraw Hill may market to them as a customer. For example, end users may purchase products or create personal accounts in our web sites. In these circumstances, they would be treated as a customer. For more information on how your data is used as a customer, please review the Customer Data Privacy Notice. By contrast, this End User Data Privacy Notice applies to end users with respect to the information collected and processed as part of a course of instruction within the digital learning solution as determined by their educational institution or employer. Aggregated de-identified end user PII is leveraged by McGraw Hill to improve existing or develop new educational products and services.

McGraw Hill is a global organization. We follow privacy laws and regulations that are applicable to our company and our services in the areas where we do business. Should our privacy practices change, we will update it here, but more importantly, we will notify your educational institution in writing and obtain their consent before implementing any material impact to your privacy rights.

Questions? Contact us:

Any questions or complaints regarding this notice or the collection, use, disclosure, or transfer of PII collected by your educational institution through our digital learning systems should be directed to the appropriate representative at your educational institution.

Otherwise, if you have purchased or received a McGraw Hill product outside of an educational institution, please direct any questions or complaints to the McGraw Hill Data Protection Officer by emailing privacy@mheducation.com or calling +1-646-766-3199. If applicable, you may choose to lodge a complaint

with your national data protection authority at any time. For local privacy contact information, please see McGraw Hill's Local Privacy Official.

What is personally identifiable information (PII)?

Personally identifiable information, or PII, is any information relating to an identified or identifiable natural person ("data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

What PII do we collect?

We collect PII, such as contact information and education details, in order to provide you with the product and/or service requested.

We only collect the information required to provide, maintain and improve the digital learning solution you use. When you register, or are registered within one of our digital learning solutions, we collect your name, school, instructor, class, and login information. Once you begin using one of our solutions, we collect your input to questions, technical specifications, and other information about how you use the solution. You are not required to provide PII; however, in order to use certain services, we may need to collect certain PII for that service to function properly or for us to provide you with requested information.

Depending on the product, the PII we collect includes information from the following categories:

1. Name, initials, and personal or business-related contact information
    a. For our digital learning systems, we collect your name/initials and contact information when you create an account. However, we collect additional PII, or confirm existing PII, if you contact customer service with an issue or question.
2. Education & professional information
    a. For some digital learning systems, we collect PII related to your position as an educator or student. This includes the state, district, name of school, courses, etc.
3. In some instances, we collect PII from third parties who provide single-sign-on functions via Learning Management Systems or related tools.

We automatically collect computer metadata and content to provide, improve, and maintain our products and services.

When you use our digital learning systems, we automatically collect certain information from you through the use of cookies, web beacons or other tracking mechanisms. This includes information about your experience such as your IP address, operating systems, pages viewed, and time spent.

Third parties also collect information automatically from you across websites and over time through the use of their own cookies, web beacons, and tracking mechanisms. This information is used to enable the functions of the digital learning system, as well as customize, maintain, and improve our digital learning systems. You may disable cookies via your browser or third party mechanisms. However, some features of our digital learning systems may not function properly without them. Third party cookies that we use include Google Analytics and Webtrends.

If you choose to communicate with or receive communications through our services via phone, text, chat, email, or any other platform for technical support, customer service, or other assistance, those interactions may be recorded and monitored to deliver the solution or information requested by you.

How do we use PII and on what legal basis?

As mentioned above, we use your information to provide you with the digital learning solution on behalf of your school, in order to meet our contractual obligation to you or your school with respect to the service. For example, to assist with identifying users across products and providing consistent service and to enable sharing of data between our products and your school's learning management system.

We will also process your PII to meet our legitimate interests, for example to improve the quality of services and products.

Except as described in this notice, we limit the use, collection, and disclosure of your PII to the minimum level necessary to deliver the service or information requested by you or your institution. We do not collect, use, or disclose PII that is not reasonably related to a legitimate business purpose necessary to serve you. Your information may also be used in order to maintain and/or improve our services.

Some of our digital learning solutions will use your previous responses to customize your learning experience. This customization is designed to ensure the best possible learning environment for a student without directly driving any determinative outcome.

Provision of your PII may be necessary in order to use the chosen digital learning solution. Failure to provide us with your PII may preclude you from using the digital learning solution.

Do we sell or use your PII to market to you?

We will not sell end user PII or use information from educational records for marketing purposes.

We will not sell PII to other organizations, nor will we market to students using the information from their educational records (education records are defined as records directly related to a student and maintained by an educational agency or institution, or by a party acting for the agency or institution).

When do we share your PII with third parties?

In general, we only share your PII in order to provide, maintain, or improve our products or services, or respond to legal requests.

1. Co-branded/Other Web Sites and Features – We may share your PII with third-party business partners for the purpose of providing the service to you. These third-party business partners include cloud service providers, learning management systems (LMS), other educational software providers, etc. These business partners will be given limited access to the PII that is reasonably necessary to deliver the service, and we will require that such third parties follow the same privacy and security practices as McGraw Hill.
2. Business Transfer – In the event of a sale, merger or acquisition, we will be able to transfer your PII to a separate entity. We will require this entity to use your PII only for authorized purposes and by authorized persons in a manner consistent with the choices end users have made under this notice, and that security, integrity, and privacy of your PII is maintained.
3. Agents/Service providers – We hire other companies to perform certain business-related functions on our behalf and according to our instructions. For example, we provide your PII to service providers that host our platform data in the cloud (e.g., AWS).
4. Affiliates – McGraw Hill is a global corporation that consists of multiple organizations. We share your PII between organizations within McGraw Hill to provide, maintain, and improve our products and services. A list of the companies within the McGraw Hill group is available here.
5. Educational Institutions – As we provide products and services to your school, we share your data with approved individuals at your school, such as administrators or educators.
6. Law Enforcement – In the event that McGraw Hill receives a legal demand for end user data from a law enforcement agency, that request will only be honored if:
    a. The request complies with all laws and clearly establishes the legal need for disclosure.
    b. The request is related to a specific investigation and specific user accounts are implicated in that investigation.
    c. Whenever legally permissible, users shall receive notice that their information is being requested.

McGraw Hill reserves the right to disclose to third parties non-personally identifiable information about our users and their use of the McGraw Hill services. For example, McGraw Hill may disclose aggregate data about the overall patterns or demographics of the users of the McGraw Hill products or services.

What rights do you have?

As a user, you have the rights to access, export, be informed about, rectify, object to the further processing of, restrict the processing of, withdraw consent to the processing of, and erase your PII.

If you are a student at an educational institution using an McGraw Hill product, you should direct any requests to exercise your data subject rights to the appropriate representative at your institution. If you are an educator or administrator you may reach out to McGraw Hill directly on the requests below:

1. Access and rectification – We strive to ensure that the PII we have about you is accurate and current. You may obtain confirmation as to whether or not PII concerning you exists, regardless of whether PII has already been recorded, and be communicated such information in a readily understandable form.
2. Choice & Objection to processing – With limited exceptions, you may choose to change how we use your PII at any time. However, if the PII is required in order to provide you with the service or process a transaction, you may not be able to opt-out without canceling the transaction or service. You may object, in whole or in part, on legitimate grounds, to the processing of your PII, even where such processing is relevant to the purpose of the collection. Please know that if we do receive a request to objection to the further processing of your information, you may no longer be able to access or use the digital learning solution.
3. Withdraw consent – Your educational institution is responsible for obtaining your consent, where required. McGraw Hill obtains consent from your institution to collect, process, and store your PII.
4. Restriction of processing: In specific cases (e.g., if you challenge the accuracy of the PII, while this is being checked), you can request a restriction on the processing of your PII, which can only be processed to file or defend claims.
5. Information – You have the right to be informed a) of the source of the PII; b) of the purposes and methods of the processing; c) of the logic applied to the processing, if processing is carried out with the help of electronic means; d) of the identity of the data controller and data processors; and e) of the entities or categories of entities to whom the PII may be communicated and who may have access to such PII in their capacity as data processor(s) or person(s) in charge of the processing.
6. Data portability – You have the right to export your PII from our systems in a readily accessible file type.
7. Erasure – You may request erasure, anonymization or blocking of a) PII that have been processed unlawfully; b) PII whose retention is unnecessary for the purposes for which it has been collected or subsequently processed. You can obtain certification to the effect that such operations, as well as their contents, have been notified to the entities to whom the data were communicated, unless this requirement proves impossible or involves a manifestly disproportionate effort. Since your educational institution has hired us to manage this information for them, we ask that you or your parent make any request to delete your information directly to your school. Please know that if we do receive a request to delete your information, you may no longer be able to access or use the digital learning solution.

How do we protect your PII?

Our IT security team has established industry standard security measures to protect your PII from unauthorized access and use.

McGraw Hill takes reasonable precautions to protect your information. When you submit PII via the digital learning system, your information is protected both online and off-line. McGraw Hill utilizes reasonable security measures to protect the security and confidentiality of your PII from unauthorized access and use.

How long do we retain your data?

We will retain your data for the minimum amount of time necessary to accomplish the purpose for which it was collected, and thereafter no longer than is permitted under McGraw Hill's data retention policies. We will retain and use your data as necessary to comply with our obligations, resolve disputes and enforce agreements.

For information on the retention period that applies, reach out to the Privacy Office by emailing privacy@mheducation.com or calling +1-646-766-3199.

When do we store, transfer or process PII internationally?

McGraw Hill is a global organization. Depending on your location, and the product or service, your information may be stored and processed within secure data centers at one or many of our locations. McGraw Hill has committed to meeting the requirements of local data protection laws, including EU law, to the extent required. If your data is stored locally, then your local laws prevail.

We recognize and acknowledge current data protection laws in the European Union, Switzerland, and around the world. To comply with privacy laws in the European Union, we have implemented appropriate contracts for the international transfer of PII, on the basis of the standard contractual clauses approved by the European Commission and other international models as required by local law, to provide a legal mechanism for transferring data to McGraw Hill locations globally. For more information on the aforementioned model contracts and how to obtain a copy of the contract, please contact the Privacy Office at privacy@mheducation.com or +1-646-766-3199.

Has McGraw Hill signed the Student Privacy Pledge?

McGraw Hill is a signatory to the Student Privacy Pledge and is committed to protecting student information. If a materially adverse change is made to this notice, we will notify your educational institution and seek their consent for this change.

Exhibit D

Data Privacy and Security Guidelines

This Data Privacy and Security Guidelines (**"DPSG"** or **"Security Guidelines"**) document sets forth the duties and obligations of McGraw Hill (defined below) with respect to Personal Information (defined below). In the event of any inconsistencies between the DPSG and the Agreement (defined below), the parties agree that the DPSG will supersede and prevail. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions.

   a. **"Agreement"** means the Agreement for the Services between the McGraw Hill LLC entity (**"McGraw Hill"**) and Subscriber incorporating the Privacy Notice to which these Security Guidelines are referenced and made a part thereof.

   b. **"Applicable Laws"** means federal, state and international privacy, data protection and information security-related laws, rules and regulations applicable to the Services and to Personal Information.

   c. **"End User Data"** means the data provided to or collected by McGraw Hill in connection with McGraw Hill's obligations to provide the Services under the Agreement.

   d. **"Personal Information"** means information provided to McGraw Hill in connection with McGraw Hill's obligations to provide the Services under the Agreement that (i) could reasonably identify the individual to whom such information pertains, such as name, address and/or telephone number or (ii) can be used to authenticate that individual, such as passwords, unique identification numbers or answers to security questions or (iii) is protected under Applicable Laws. For the avoidance of doubt, Personal Information does not include aggregate, anonymized data derived from an identified or identifiable individual.

   e. **"Processing of Personal Information"** means any operation or set of operations which is performed upon Personal Information, such as collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction.

   f. **"Third Party"** means any entity (including, without limitation, any affiliate, subsidiary and parent of McGraw Hill) that is acting on behalf of, and is authorized by, McGraw Hill to receive and use Personal Information in connection with McGraw Hill's obligations to provide the Services.

   g. **"Security Incident"** means the unlawful access to, acquisition of, disclosure of, loss, or use of Personal Information.

   h. **"Services"** means any services and/or products provided by McGraw Hill in accordance with the Agreement.

2. Confidentiality and Non-Use; Consents.

   a. McGraw Hill agrees that the Personal Information is the Confidential Information of Subscriber and, unless authorized in writing by Subscriber or as otherwise specified in the Agreement or this DPSG, McGraw Hill shall not Process Personal Information for any purpose other than as reasonably necessary to provide the Services, to exercise any rights granted to it under the Agreement, or as required by Applicable Laws.

   b. McGraw Hill shall maintain Personal Information confidential, in accordance with the terms set forth in this Security Guidelines and Applicable Laws. McGraw Hill shall require all of its employees authorized by McGraw Hill to access Personal Information and all Third Parties to comply with (i) limitations consistent with the foregoing, and (ii) all Applicable Laws.

   c. Subscriber represents and warrants that in connection with any Personal Information provided directly by Subscriber to McGraw Hill, Subscriber shall be solely responsible for (i) notifying End

Users that McGraw Hill will Process their Personal Information in order to provide the Services and (ii) obtaining all consents and/or approvals required by Applicable Laws.

3. Data Security.

McGraw Hill shall use commercially reasonable administrative, technical and physical safeguards designed to protect the security, integrity, and confidentiality of Personal Information. McGraw Hill's security measures include the following:

a. Access to Personal Information is restricted solely to McGraw Hill's staff who need such access to carry out the responsibilities of McGraw Hill under the Agreement.

b. Access to computer applications and Personal Information are managed through appropriate user ID/password procedures.

c. Access to Personal Information is restricted solely to Subscriber personnel based on the user role they are assigned in the system (provided, however, that it is the Subscriber's responsibility to ensure that user roles match the level of access allowed for personnel and that their personnel comply with Applicable Law in connection with use of such Personal Information).

d. Data is encrypted in transmission (including via web interface) and at rest at no less than 256-bit level encryption.

e. McGraw Hill or a McGraw Hill authorized party performs a security scan of the application, computer systems and network housing Personal Information using a commercially available security scanning system on a periodic basis.

4. Data Security Breach.

a. In the event of a confirmed Security Incident, McGraw Hill shall (i) investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such Security Incident, (ii) timely provide any notifications to Subscriber or individuals affected by the Security Incident that McGraw Hill is required by law, subject to applicable confidentiality obligations and to the extent allowed and/or required by and not prohibited by Applicable Laws or law enforcement.

b. Except to the extent prohibited by Applicable Laws or law enforcement, McGraw Hill shall, upon Subscriber's written request and to the extent available, provide Subscriber with a description of the Security Incident and the type of data that was the subject of the Security Incident.

c. McGraw Hill agrees to maintain the confidentiality of "personal identifying information" and "sensitive personal information," as those terms are defined in Florida Statutes §501.171 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. McGraw Hill agrees that "personal identifying information" and "sensitive personal information" will be collected only as necessary and in conjunction with this Agreement, and will be restricted in its distribution and accessibility such that only authorized representatives of McGraw Hill who have agreed to maintain the confidentiality of the data may access it.

d. If McGraw Hill becomes aware of a confirmed disclosure or security breach concerning any "personal identifying information" or "sensitive personal information" covered by this Agreement, McGraw Hill shall notify the Subscriber as soon as reasonably feasible subject to applicable confidentiality obligations and compliance with any ongoing investigation by law enforcement and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in Florida Statutes §501.171, McGraw Hill shall proceed with assisting Subscriber with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Section may, at the Subscriber's sole discretion, result in the Subscriber's immediately terminating this Agreement

without financial penalty. In the event of such termination, the compensation shall be adjusted to reflect the portion of products or services delivered prior to receipt of official notice.

5. Security Questionnaire.

   Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, McGraw Hill shall respond to security questionnaires provided by Subscriber, with regard to McGraw Hill's information security program applicable to the Services, provided that such information is available in the ordinary course of business for McGraw Hill and it is not subject to any restrictions pursuant to McGraw Hill's privacy or data protection or information security-related policies or standards. Disclosure of any such information shall not compromise McGraw Hill's confidentiality obligations and/or legal obligations or privileges. Additionally, in no event shall McGraw Hill be required to make any disclosures prohibited by Applicable Laws. All the information provided to Subscriber under this section shall be Confidential Information of McGraw Hill and shall be treated as such by the Subscriber.

6. Security Audit.

   Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, McGraw Hill's data security measures may be reviewed by Subscriber through an informal audit of policies and procedures or through an independent auditor's inspection of security methods used within McGraw Hill's infrastructure, storage, and other physical security, any such audit to be at Subscriber's sole expense and subject to a mutually agreeable confidentiality agreement and at mutually agreeable timing, or, alternatively, McGraw Hill may provide Subscriber with a copy of any third party audit that McGraw Hill may have commissioned.

7. Records Retention and Disposal.

   a. Subscriber may access, correct, and delete any Personal Information in McGraw Hill's possession by submitting McGraw Hill's Personal Information Request Form: https://www.mheducation.com/privacy/privacy-request-form.

   b. McGraw Hill will use commercially reasonable efforts to retain End User Data in accordance with McGraw Hill's End User Data retention policies.

   c. McGraw Hill will use commercially reasonable efforts to regularly back up the Subscriber and End User Data and retain any such backup copies for a minimum of 12 months.

Mary Eisele, Ph.D.
Senior Director, Product Management
8787 Orion Place
Columbus, OH 43420
Tel.: 239.450.5754
mary.eisele@mheducation.com

To Whom It May Concern:

This letter is to confirm that *Reading Mastery Transformations* is produced, manufactured, sold, and distributed exclusively by McGraw Hill. The program is the intellectual property of McGraw Hill LLC. Additionally, McGraw Hill has published the *Reading Mastery* series since 1988. IDEA Charter Schools began using *Reading Mastery* and other Direct Instruction programs in the early 2000s. McGraw Hill has worked closely with the leadership of IDEA for almost two decades to ensure high quality instructional materials are implemented with their students.

Sincerely,

Mary Eisele

Because learning changes everything.

QUOTE PREPARED FOR:

IDEA Public Schools
2115 W PIKE BLVD
WESLACO, TX 78599
ACCOUNT NUMBER: 2290587

SUBSCRIPTION/DIGITAL CONTACT:

Elliott Nguyen
elliott.nguyen@ideapublicschools.org
(956) 377-8000

CONTACT:

Elliott Nguyen
elliott.nguyen@ideapublicschools.org
(956) 377-8000

SALES REP INFORMATION:

Lisa Spicer
lisa.spicer@mheducation.com
(281) 455-7241

Section Summary	Value of All Materials	Free Materials	Product Subtotal
RMT Reading Only K,1 and 2	$74,033.10	($382.50)	$73,650.60
PRODUCT TOTAL*	$74,033.10	($382.50)	$73,650.60
ESTIMATED S&H**			$3,682.53
ESTIMATED TAX**			TBD
GRAND TOTAL*			$77,333.13

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE:	04/07/2021	ACCOUNT NAME: IDEA Public Schools		EXPIRATION DATE:	05/22/2021
QUOTE NUMBER:	TCLIF-04072021-003	ACCOUNT #: 2290587		PAGE #:	1

Because learning changes everything.

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
READING MASTERY TRANSFORMATIONS (25) RENEWAL READ CLASS 3 YR SUB BUNDLE GRADE K	978-1-26-413353-6	5	$3,777.00	$0.00	$18,885.00
READING MASTERY TRANSFORMATIONS READING TEXTBOOK A GRADE K	978-0-07-905360-2	5	$49.11	$0.00	$245.55
READING MASTERY TRANSFORMATIONS READING TEXTBOOK B GRADE K	978-0-07-905401-2	5	$49.11	$0.00	$245.55
READING MASTERY TRANSFORMATIONS READING TEXTBOOK C GRADE K	978-0-07-905402-9	5	$49.11	$0.00	$245.55
READING MASTERY TRANSFORMATIONS READING WORKBOOK A GRADE K	978-0-07-905548-4	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS READING WORKBOOK B GRADE K	978-0-07-905549-1	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS READING WORKBOOK C GRADE K	978-0-07-905551-4	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS ELA STUDENT 3 YEAR SUBSCRIPTION GRADE K	978-1-26-588344-7	5	$5.37	$0.00	$26.85
READING MASTERY TRANSFORMATIONS READING 3 YEAR TEACHER SUBSCRIPTION GRADE K	978-0-07-675753-4	1	$382.50	$382.50	*Free Materials
READING MASTERY TRANSFORMATIONS READING 3 YEAR TEACHER SUBSCRIPTION GRADE K	978-0-07-675753-4	3	$382.50	$0.00	$1,147.50
READING MASTERY TRANSFORMATIONS (25) RENEWAL READ CLASS 3 YR SUB BUNDLE GRADE 1	978-1-26-413354-3	5	$3,777.00	$0.00	$18,885.00
READING MASTERY TRANSFORMATIONS READING TEXTBOOK A GRADE 1	978-0-07-905405-0	5	$49.11	$0.00	$245.55
READING MASTERY TRANSFORMATIONS READING TEXTBOOK B GRADE 1	978-0-07-905404-3	5	$49.11	$0.00	$245.55
READING MASTERY TRANSFORMATIONS READING TEXTBOOK C GRADE 1	978-0-07-905408-1	5	$49.11	$0.00	$245.55
READING MASTERY TRANFORMATIONS READING WORKBOOK A GRADE 1	978-0-07-905556-9	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS READING WORKBOOK B GRADE 1	978-0-07-905557-6	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS READING WORKBOOK C GRADE 1	978-0-07-905560-6	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS READING 3 YEAR STUDENT SUBSCRIPTION GRADE 1	978-0-07-673006-3	5	$5.37	$0.00	$26.85
READING MASTERY TRANSFORMATIONS (25) RENEWAL READ CLASS 3 YR SUB BUNDLE GRADE 2	978-1-26-413355-0	5	$5,950.50	$0.00	$29,752.50

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/07/2021 ACCOUNT NAME: IDEA Public Schools EXPIRATION DATE: 05/22/2021
QUOTE NUMBER: TCLIF-04072021-003 ACCOUNT #: 2290587 PAGE #: 2

Because learning changes everything.

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
READING MASTERY TRANSFORMATIONS READING TEXTBOOK A GRADE 2	978-0-07-905409-8	5	$49.11	$0.00	$245.55
READING MASTERY TRANSFORMATIONS READING TEXTBOOK B GRADE 2	978-0-07-905410-4	5	$49.11	$0.00	$245.55
READING MASTERY TRANSFORMATIONS READING TEXTBOOK C GRADE 2	978-0-07-905413-5	5	$49.11	$0.00	$245.55
READING MASTERY TRANSFORMATIONS READING TEXTBOOK D GRADE 2	978-0-07-905414-2	5	$49.11	$0.00	$245.55
READING MASTERY TRANSFORMATIONS READING WORKBOOK A GRADE 2	978-0-07-905565-1	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS READING WORKBOOK B GRADE 2	978-0-07-905425-8	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS READING WORKBOOK C GRADE 2	978-0-07-905361-9	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS READING WORKBOOK D GRADE 2	978-0-07-905364-0	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS SPELLING WORKBOOK GRADE 2	978-0-07-905366-4	15	$14.49	$0.00	$217.35
READING MASTERY TRANSFORMATIONS READING 3 YEAR STUDENT SUBSCRIPTION GRADE 2	978-0-07-674502-9	15	$5.37	$0.00	$80.55

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/07/2021 ACCOUNT NAME: IDEA Public Schools EXPIRATION DATE: 05/22/2021
QUOTE NUMBER: TCLIF-04072021-003 ACCOUNT #: 2290587 PAGE #: 3

Because learning changes everything.

QUOTE PREPARED FOR:

IDEA Public Schools
2115 W PIKE BLVD
WESLACO, TX 78599
ACCOUNT NUMBER: 2290587

CONTACT:

Elliott Nguyen
elliott.nguyen@ideapublicschools.org
(956) 377-8000

VALUE OF ALL MATERIALS	$74,033.10
FREE MATERIALS	($382.50)
PRODUCT TOTAL*	**$73,650.60**
ESTIMATED SHIPPING & HANDLING**	$3,682.53
ESTIMATED TAX**	TBD
GRAND TOTAL	**$77,333.13**

SUBSCRIPTION/DIGITAL CONTACT:

Elliott Nguyen
elliott.nguyen@ideapublicschools.org
(956) 377-8000

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:
By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print) | Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE:	04/07/2021	ACCOUNT NAME: IDEA Public Schools		EXPIRATION DATE:	05/22/2021
QUOTE NUMBER:	TCLIF-04072021-003	ACCOUNT #: 2290587		PAGE #:	4

IDEA Florida
Board Consent Item J
April 23, 2021

Subject: Contract Approval for Curriculum: Great Minds (Kindergarten)

Proposed Board Action: For Approval

Executive Summary:

The Eureka Math curriculum currently being used throughout IDEA Public Schools is well aligned to both the MAFS and the BEST Florida standards. The curriculum focuses on conceptual understanding development and is a great start for the students' mathematical experiences based on thorough concept development, read-draw-write approach to problem solving, and built-in fluency practice throughout the curriculum. The Eureka Math curriculum has seen significant success throughout the district and in several districts throughout the state of Florida.

*Note: Great Minds (Eureka Math) is developing a BEST aligned curriculum for state adoption to begin the 2022-23 school year. IDEA will reevaluate the newly developed program when available.

These materials were procured through a sole-source approach; Great Minds, publisher of Eureka Math, owns the intellectual rights.

Projected Spend: $11,681 for both campuses.

Supporting Documentation: Pricing Quote, Draft Signature

Presenter: Elliott Nguyen, Director of Procurement

PURCHASE AND SALES AGREEMENT

This Purchase and Sales Agreement (the "Agreement") is entered into as of April 25, 2021 (the "Effective Date"), by and between Great Minds PBC, a Delaware public benefit corporation located at 55 M Street SE, Suite 340, Washington, DC 20003 ("GM"), and IDEA Florida, a Florida open-enrollment public charter school ("Customer").

WHEREAS, GM has created, owns, and/or holds a license in various print and digital PreK-12 curriculum products, including *Eureka Math*, *Wit & Wisdom*, *PhD Science*, Affirm, and professional development services and materials related thereto, and such other curriculum products and services that may be developed by GM; and

WHEREAS, Customer desires to purchase and or license, and GM desires to sell or license, pursuant to the terms of this Agreement, educational Products and/or Services (as defined below) to Customer.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURCHASE AND SALE OF PRODUCTS AND SERVICES

GM shall sell and provide to Customer, and Customer shall purchase and receive, the services (inclusive of "Digital Services" (as herein after defined), the "Services") and products (the "Products") set out in one or more purchase orders to be issued by Customer and accepted by GM (each, a "Purchase Order"). Customer shall issue Purchase Orders in written form via e-mail to ordertracking@greatminds.org and shall cause all Purchase Orders to contain the Basic Purchase Order Terms (as defined below). By issuing a Purchase Order, Customer makes an offer to purchase the Products or Services pursuant to the terms of this Agreement (including the Basic Purchase Order Terms and any Additional Product or Service Terms (as defined in Section 6(d) below)) and no other terms. Except with respect to the Basic Purchase Order Terms, any variations made to the terms and conditions of this Agreement by Customer in any Purchase Order are void and have no effect.

GM has the right, in its sole discretion, to accept or reject any Purchase Order issued by Customer. GM may accept any Purchase Order by (i) confirming its acceptance of the order via e-mail or (ii) causing the delivery of Products or providing the Services, whichever occurs first. No Purchase Order is binding on GM unless accepted by GM as provided in this Agreement.

Each Purchase Order shall contain (a) a list of Products and Services to be purchased including, for books, the ISBN; (b) if applicable, the quantity of Products or Services ordered; (c) the requested delivery date; (d) the pricing (exclusive of tax, if any), which shall be determined in accordance with Section 3 of this Agreement; and (e) the street address that the Products shall be delivered to or the Services provided (the "Delivery Location") at (items (a) through (e) the "Basic Purchase Order Terms"). Customer is responsible for ensuring accuracy of all information on a proposed Purchase Order.

Those Services which GM delivers digitally or electronically (sometimes hereinafter "Digital Services"), shall be subject to the additional terms and conditions set forth on Schedules C and D, each attached hereto and hereby incorporated by reference herein.

The parties expressly acknowledge and agree that the terms and conditions set forth on Schedule C may be unilaterally changed by GM in its sole discretion on not less than five (5) business days prior written notice, which change, in any may not include any change to the prices or pricing otherwise set forth herein.

2. TERM OF AGREEMENT

The term of the Agreement shall be 1 year, commencing on April 25, 2021 and ending on June 1, 2022, unless and until earlier terminated as provided under this Agreement (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement may be automatically extended upon the mutual written agreement of GM and Customer, unless and until earlier terminated as provided under this Agreement (each such extension a "Renewal Term", and together with the Initial Term, the "Term"). If the Initial Term is renewed for a Renewal Term pursuant to this Section 2, the terms and conditions of this Agreement during a Renewal Term shall be the same as the terms in effect immediately prior to such renewal, subject to any change in prices payable as set forth in Section 3.

3. PRICING

a) During the Initial Term, the prices to be paid for the Products and Services set forth on Schedule A by Customer shall be at the prices set forth on Schedule A (the "Fixed Pricing"). Unless otherwise expressly set forth on Schedule A, the Fixed Pricing applies only to the versions and editions of the Product(s) or Service(s) in effect as of the Effective Date. In the event that GM introduces an upgraded or new version or upgraded or new edition of any Product or Service set forth on Schedule A during the Initial Term, GM and Customer shall make a good faith effort to negotiate new fixed pricing for the upgraded or new versions or editions, and Schedule A shall be amended to reflect any such agreed to pricing. If, during the Initial Term, Customer orders Products or Services not set forth on Schedule A, or Customer orders Products or Services (including Products and Services set forth on Schedule A) after the Initial Term, Customer shall purchase Products and Services at the prices set forth on GM's price list in effect at the time GM accepts the related Purchaser Order(s).

b) Customer acknowledges and agrees that GM may, in its sole and absolute discretion, discontinue the sale of any Product or Service (or any version or edition of any Product or Service) at any time with or without notice, and without liability to Customer.

4. PAYMENT TERMS

a) Customer shall pay all invoiced amounts due to GM within thirty (30) days of receipt of GM's invoice.

b) Customer shall pay interest on all late payments, calculated daily and compounded monthly, at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Customer also shall reimburse GM for all reasonable costs incurred in collecting any late payments. In addition to all other remedies available under this Agreement or at law (which GM shall not waive by the exercise of any rights under this Agreement), if Customer fails to pay any amounts when due under this Agreement, GM may (i) suspend delivery of any Products or Services, (ii) cancel any Purchase Orders, or (iii) terminate this Agreement pursuant to the terms of Section 12.

c) Customer hereby grants to GM a security interest in all Products purchased hereunder (including Products and Nonconforming Products, as defined below) to secure Customer's payment under this Agreement. The security interest granted under this provision constitutes a purchase money security interest under the applicable state Uniform Commercial Code. GM is hereby expressly authorized to authenticate and to file or transmit financing statements to perfect such purchase money security interest and to file continuation statements and amendment statements as GM deems advisable to insure the continued perfection and priority of such purchase money security interest.

d) Customer shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, or any other agreement, document, or law, to withhold, offset, recoup, or debit any amounts owed (or to become due and owing) to GM or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by GM or GM's affiliates, whether relating to GM's or its affiliates breach or non-performance of this Agreement, any Purchase Order, or any other agreement or otherwise.

5. TAXES

Customer shall be responsible for all applicable taxes with respect to, or measured by, the sale, shipment, use, or price of the Products or Services; provided, however, that Customer shall not be responsible for any taxes imposed on, or with respect to, GM's income, revenues, gross receipts, or real or personal property. If Customer is exempt from any such applicable tax, then Customer shall provide GM with proof of such exemption.

6. CUSTOMER OBLIGATIONS

Customer shall:

a) Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"). The initial Customer Contract Manager shall be:

Elliott Nguyen, Director of Procurement, Viet.Nguyen@ideapublicschools.org

The initial Customer Contract Manager designation shall remain in force unless and until a successor Customer Contract Manager is designated in writing by Customer;

b) Require and ensure that the Customer Contract Manager responds promptly to any reasonable requests from GM for instructions, information, or approvals required by GM in connection with the delivery of the Products and/or provision of the Services;

c) Cooperate with GM in its performance of the Services and provide access to Customer's premises, employees, and equipment at no cost to GM and as needed to enable GM to provide the Services; and

d) Comply with any and all Additional Product or Service Terms. For purposes of this Agreement, "Additional Product or Service Terms" shall mean any and all additional terms or conditions provided to the Customer related to the Products or Services purchased by Customer, including without limitation terms of use, terms of service, or other terms or

conditions required for access to and/or use of GM's digital Products or Services. If a Purchase Order includes professional development Services, Customer and GM shall mutually agree upon dates and other details for professional development sessions using the Statement of Work form attached hereto in Schedule B, and the Professional Development Services Terms and Conditions set forth in Schedule B shall apply.

7. NOTICES, DEMANDS, AND COMMUNICATIONS

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid; or (e) on the date sent by electronic mail (with confirmation of receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7).

If to Customer (Customer to Provide):

_____(ADDRESS)
_____(ADDRESS 2)
_____(CITY, STATE ZIP)
Attn: _____(CONTACT NAME)
_____(TELEPHONE NUMBER)
_____(EMAIL ADDRESS)

If to GM:

Great Minds PBC
55 M Street, SE
Suite 340
Washington, D.C. 20003
Attn: Contracts
202-223-1854
contracts@greatminds.org

8. SHIPMENT AND DELIVERY OF PRODUCTS

GM or its designee shall select the method of shipment of, and carrier for, the Products. GM or its designee may, in its sole discretion, without liability or penalty, make partial shipments of Products to Customer. Each shipment shall constitute a separate sale, and, unless otherwise expressly set forth in a Purchase Order, Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of a Purchase Order.

Unless otherwise agreed in writing by GM and Customer, GM or its designee shall deliver the Products to the Delivery Location.

Any time quoted by GM for delivery is an estimate only. GM is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver, or delay in delivery. No delay in the shipment or delivery of any Products relieves Customer of its obligations under this Agreement, including without limitation accepting delivery of any remaining installment(s) of Products.

9. INSPECTION; ACCEPTANCE OR REJECTION OF PRODUCTS; TITLE AND RISK OF LOSS

a) Customer shall inspect the Products within ten (10) School Days (as defined below) of Customer's receipt of Products ("Inspection Period") and either accept or, if such Products are Nonconforming Products, reject such Products. "Nonconforming Products" means any Products received by Customer that do not match the description of the Products set forth on the Purchase Order included with the Products, as determined by GM in its sole discretion. Customer shall be deemed to have accepted Products unless it notifies GM in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by GM. If Customer timely notifies GM of any Nonconforming Products, GM shall determine, in its sole discretion, whether the Products are Nonconforming Products. If GM determines that the Products are Nonconforming Products, it shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) refund the price for such Nonconforming Products. For purposes of this Section 9, "School Day" shall mean, (i) for the months September, October, November, December, January, February, March, April, and May of each year during the Term, each calendar day on which school is in session in Customer's school district, and (ii) for the months June, July, and August, each calendar day that is not a Saturday, Sunday, or federal holiday.

b) CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN SECTION 9(a) ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING PRODUCTS.

c) Customer may return unused Products for a refund, provided that (i) Customer submits a completed return authorization form to GM listing the Products to be returned, (ii) the returned Products are received by GM within forty-five (45) days of delivery to Customer, and (iii) upon receipt by GM, the Products are unused and in "like new" re-saleable condition. GM shall accept or reject returned Products in its sole discretion. Returned Products accepted by GM shall incur a fifty dollar ($50) return fee and a restocking fee of ten percent (10%) of the original purchase price of the Products.

d) Title to Products ordered under any Purchase Order passes to Customer upon the later of (i) delivery of such Products to the street address specified in the applicable Purchase Order or (ii) GM's receipt of payment in full for the Products. Risk of loss to all Products ordered under any Purchase Order passes to Customer upon GM or its designee's tender of such Products to the carrier.

e) Withdrawal of Products. If GM determines that any Products sold to Customer may be defective, at GM's request, Customer shall withdraw Products from circulation or use and, at GM's option, either return such Products to GM or destroy the Products and provide GM with written certification of such destruction. GM shall replace such withdrawn or destroyed Products. THIS SECTION 9(e) SETS FORTH CUSTOMER'S SOLE REMEDY AND GM'S ENTIRE LIABILITY FOR ANY PRODUCTS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION 9(e).

10. FORCE MAJEURE

Neither party hereto will be deemed in default of this Agreement be liable or responsible to the other party for any loss or damage (including payment of fees), or for any delays or failure to perform, resulting from any condition beyond either party's reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-party service; any telecommunication breakdown or power outage; and or any other circumstances of like character. Should performance of any obligation created under this Agreement become illegal, impossible, impracticable, not reasonably possible, or if a party is otherwise prevented or hindered from complying due to a force majeure incident as described in this Section or any other cause not enumerated herein but which is beyond the reasonable control of the party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

11. INTELLECTUAL PROPERTY RIGHTS

a) "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), including derivative works, and rights in data or databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. "GM's Intellectual Property Rights" means all Intellectual Property Rights owned by or licensed to GM. The parties acknowledge and agree that GM shall own all right, title, and interest in and to the Intellectual Property Rights in and to all documents, work product, and all other materials and media in any form or format that are delivered to Customer under this Agreement or prepared by or on behalf of GM in the course of performing Services ("Deliverables").

b) Customer acknowledges and agrees, without limiting any other obligations as set forth on Schedule C that:

i. any and all of GM's Intellectual Property Rights are the sole and exclusive property of GM or its licensors;

ii. Customer shall not acquire any ownership interest in any of GM's Intellectual Property Rights under this Agreement;

iii. any goodwill derived from the use by Customer of GM's Intellectual Property Rights inures to the benefit of GM or its licensors, as the case may be;

iv. if Customer acquires any Intellectual Property Rights, rights in or relating to any Products (including any rights in any trademarks, derivative works, or patent improvements relating thereto) by operation of law or otherwise, such rights shall be deemed and hereby are irrevocably assigned to GM or its licensors, as the case may be, without further action by either of the parties; and

v. Customer shall use GM's Intellectual Property Rights solely for purposes of using the Products under this Agreement and only in accordance with this Agreement and the instructions of GM from time to time (including any and all applicable Additional Product or Service Terms), and such use shall be subject to quality control by GM.

c) Without limiting any other obligations as set forth on Schedule C, Customer shall not:

i. take any action that might interfere with any of GM's rights in or to GM's Intellectual Property Rights, including GM's ownership or exercise thereof;

ii. challenge any right, title, or interest of GM in or to GM's Intellectual Property Rights;

iii. make any claim or take any action adverse to GM's ownership of GM's Intellectual Property Rights;

iv. engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Products, Services, or any GM's trademarks;

v. alter, obscure, or remove any of GM's trademarks, or trademark or copyright notices, or any other proprietary rights notices placed on the Products, Deliverables, marketing materials, or other materials that GM may provide;

vi. modify, alter, or otherwise change the materials that are the subject of GM's Intellectual Property Rights; provided, however, that if the Additional Product or Service Terms applicable to the Product or Service expressly permit modification, alteration, or changes to materials, Customer shall be permitted to so modify, alter, or otherwise change such materials only to the extent permitted by, and in accordance with, the applicable Additional Product or Service Terms.

12. TERMINATION

a) Either party may terminate this Agreement effective upon written notice to the other party if the other party breaches this Agreement and such breach is incapable of cure, or with respect to a breach capable of cure, if the breaching party does not cure such breach within thirty (30) calendar days after receipt of written notice of such breach. For the avoidance of confusion, breach of contract shall mean any violation of any representation, warranty, or obligation giving rise from this Agreement.

b) GM may terminate this Agreement upon written notice to Customer if Customer fails to pay any amount due under this Agreement ("Payment Failure") and such failure continues for thirty (30) calendar days after Customer's receipt of written notice of nonpayment.

c) If Customer has issued and GM has accepted a Purchase Order prior to expiration or termination of this Agreement, then such Purchase Orders ("Open Purchase Orders") shall be fulfilled under the terms of this Agreement; provided, however, that if this Agreement is terminated by GM under Section 12(a) due to Customer's breach or by GM under Section 12(b), then GM shall have the right, in its sole discretion, to terminate any or all Open Purchase Orders, and Customer shall pay GM in full for Services performed or Products delivered under such Open Purchase Orders, and, in addition, Customer shall pay GM for any expenses incurred by GM in terminating the Open Purchase Orders (including, without limitation, any fees payable to third parties for printing).

13. REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGEMENTS

a) Each party represents and warrants to the other party that (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or other action of the party; and (d) when executed and delivered by such party, this Agreement shall constitute the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms.

b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 13(a), GM MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, EXPRESS OR IMPLIED. ALL PRODUCTS AND SERVICES, INCLUSIVE OF DIGITAL SERVICES ARE PROVIDED "AS IS" AND GM HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. GM MAKES NO WARRANTY OF ANY KIND THAT PRODUCTS, SERVICES (INCLUSIVE OF DIGITAL SERVICES), GM IP (AS DEFINED IN SCHEDULE C), OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

c) Contemporaneous with the execution hereof, Customer is required to execute and deliver to GM a copy of the Acknowledgement attached hereto as Exhibit E.

d) Ineligibility for Nonpayment of Child Support: Pursuant to Texas Family Code § 231.006(d), regarding child support, GM certifies that GM is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

14. ASSIGNMENT

Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of GM. Without otherwise limiting GM's rights and obligations with respect to the subject matter hereof, GM may assign any of its rights, or delegate any of its obligations, under this Agreement to any affiliate, including, without limitation, a wholly-owned subsidiary. Any purported assignment or delegation in violation of this Section 14 is null and void.

15. SEVERABILITY

If any term of this Agreement is held to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such term shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms of this Agreement.

16. GOVERNING LAW

This Agreement is subject to and shall be construed in accordance with the laws of Texas without regard to conflicts of law principles that would require the application of any other law.

17. LIMITATION OF LIABILITY

IN NO EVENT WILL GM, ANY OF ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, "GM PARTIES") BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR

SERVICES, IN EACH CASE REGARDLESS OF WHETHER GM WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL GM PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCTS OR SERVICES HEREUNDER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED $100,000.

18. Limitations: THOSE TERMS AND CONDITIONS RELATING TO LIENS ON THE CUSTOMER'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION,GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES, PAYMENT OF ATTORNEYS' FEES, DISPUTE RESOLUTION, INDEMNITIES, AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON THE CUSTOMER TO THE EXTENT EXPRESSLY PROHIBITED BY LAW.

19. No Waiver of Immunity: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GM ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO THE CUSTOMER UNDER APPLICABLE LAW.

20. ENTIRE AGREEMENT

a) Subject to Section 18(b) below, this Agreement, including the Schedules hereto together with the Basic Purchase Order Terms and any Additional Product or Service Terms, constitutes the sole and entire agreement of GM and Customer with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

b) This Agreement is expressly limited to the terms of this Agreement, including the Schedules hereto, any Additional Product or Service Terms, and the Basic Purchase Order Terms contained in all Purchase Orders accepted by GM. The terms of this Agreement shall prevail over any terms or conditions contained in any other documentation and expressly exclude any of Customer's general terms and conditions contained in any Purchase Order or other document issued by Customer. In the event of any conflict between the terms of this Agreement and the terms of any Purchase Order or any other document issued by Customer, the terms of this Agreement shall prevail. Without limiting the foregoing, in the event of a conflict between the terms of Schedule C and any other provision of this Agreement, the terms of Schedule C shall prevail.

21. SURVIVAL

The rights and obligations of the parties set forth in this Section 19 and Sections 4, 5, 6(d), 7, 9, 11, 12(c), 13(b), 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, and Schedule C and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

22. EQUITABLE REMEDIES

Customer acknowledges and agrees that (a) a breach or threatened breach by Customer of any of its obligations under Section 11 or Schedule C would give rise to irreparable harm to GM for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Customer of any such obligations, GM shall, in addition to any and all other rights and remedies that may be available to GM at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Customer shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 20.

23. WAIVERS, AMENDMENTS, AND MODIFICATIONS

No waiver, amendment, or modification of this Agreement shall be valid or binding unless written and signed by each party hereto. Waiver by either party of any breach or default of any provision of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different provision of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement.

25. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of GM and Customer and their respective permitted successors and permitted assigns.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely GM and Customer and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. RELATIONSHIP OF PARTIES

Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Customer and GM are independent contractors pursuant to this Agreement. Neither Customer nor GM shall have any express or implied right or authority to assume or create any obligations on behalf of or in the

name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

[signatures appear on next page]

IDEA Public Schools Signature Block

GREAT MINDS PBC Signature Block

Schedule A – Pricing

[PDF OF SALES QUOTE OR OTHER PRICING DOCUMENT TO BE INSERTED]

Schedule B – Professional Development Services Terms and Conditions

1. Services Terms and Conditions. In addition to the other terms and conditions in the Agreement, these Professional Development Services Terms and Conditions shall apply to any and all purchases of professional development Services ("PD Services") from GM.

2. Scope of Services; Offer and Acceptance. The scope of PD Services to be provided by GM under a Purchase Order shall be described in a Statement of Work. No Statement of Work shall be binding upon GM until it is fully executed by Customer and accepted by GM in writing.

3. Delivery Deadlines. Time of performance and deadlines shall be agreed upon between Customer and GM and shall be set forth in each Statement of Work. Agreed upon delivery times and deadlines shall be based on estimates of the extent of the PD Services required and according to particulars and information supplied by Customer. Delivery times and deadlines shall be binding only on request by Customer and confirmation in writing by GM. Notwithstanding the foregoing, GM reserves the right to change the date for completion of PD Services upon prior written notice to Customer.

4. Customer Cooperation. Customer agrees that all cooperation required of Customer, Customer's agents, employees, or any third party in connection with the PD Services shall be provided in a timely manner and at no cost to GM. All documentation and materials, supplies, auxiliary staff, etc., necessary and reasonably required for the performance of the PD Services shall be made available to GM free of charge. In cooperating with GM, Customer shall comply with all applicable legal requirements.

   Customer shall bear any additional costs incurred as a result of delays or rescheduling due to untimely, incorrect, or incomplete information or lack of proper cooperation with GM by Customer. Notwithstanding that a fixed or maximum price for the PD Services has been agreed upon by the parties, GM shall be entitled to charge additional fees to offset additional expenses incurred as a result of such lack of proper Customer cooperation.

5. Acceptance. PD Services shall be deemed to be accepted by Customer upon delivery of the PD Services.

6. Non-Solicitation. For a period of eighteen months (18) months after completion of the PD Services, Customer shall not, directly or indirectly, either for its own benefit or on behalf of any other person or entity, hire any employee, consultant, or independent contractor of GM who provides PD Services to Customer. Customer agrees that if it breaches this Section 6: (i) GM would suffer irreparable harm; (ii) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by GM; and (iii) if GM seeks injunctive relief to enforce this Section 6, Customer shall waive and shall not (a) assert any defense that GM has an adequate remedy at law with respect to the breach, or (b) require GM to post a bond or any other security. Nothing contained in this Section 6 shall limit GM's right to any other remedies at law or in equity. Notwithstanding the foregoing, if one or more of the provisions contained in the non-solicitation provisions of this Section 6 is held for

any reason to be excessively broad or unreasonable as to time, duration, geographic scope, area, activity, or subject, this Section 6 shall be construed, by limiting and reducing it, so as to be enforceable to the fullest extent allowable under applicable law.

7. Intellectual Property Rights. In connection with the PD Services, GM may provide Customer with curriculum and professional development materials, including but not limited to PowerPoint presentations, videos, and Professional development and curriculum materials (the "Works"). GM owns all right, title, and interest, including all associated Intellectual Property Rights, in and to the Works (the "IP Rights"). Subject to the license granted herein, GM retains all IP Rights. Customer acknowledges that the license granted herein does not provide Customer, Customer's school(s), or Customer's school with title to or ownership of the Works, including the IP Rights. GM grants to Customer, and Customer hereby accepts, a limited, revocable, non-exclusive, and non-royalty bearing license to use the Works in connection with the Statement of Work(s) or for further internal non-commercial training (the "License"), with no right to license or sublicense. Customer may modify the Works only to the extent necessary for internal training (any and all such modified works, "Derivative Works"). Derivative Works shall be considered "works made for hire" and owned by GM under U.S. copyright law. To the extent any such Derivative Works are deemed not to be "works made for hire," Customer hereby assigns and transfers to GM all right, title, and interest in and to the Derivative Works, including without limitation any moral rights and any Intellectual Property Rights subsisting therein, and agrees to take any other steps necessary to assist GM in perfecting its rights to same. Customer represents and warrants that any Derivative Works created are original to Customer and will not infringe any intellectual property right of any other person or entity, and will not constitute a libel or defamation, or an invasion of the right of privacy or publicity. Apart from the rights already licensed to Customer herein, Customer shall maintain no rights in and to the Derivative Works. Customer agrees to refrain from distributing the Works and/or the Derivative Works to anyone outside of Customer's school, including by posting same to any website that can be accessed by persons outside Customer's school district.

8. No Recording. Customer acknowledges and agrees that video recording and audio recording of PD Services is strictly prohibited, unless otherwise expressly agreed by GM and Customer in writing.

Scope of Work (SOW) for Professional Development Services

SAMPLE DOCUMENT

Provided to:

Billing Address:

Event Contact:

Email:

Phone:

Quote Number	

Service	**Grade Band**	**Additional Session Details**	**Number of Trainers**	**Maximum Participants**	**Date**	**Amount**
TOTAL						
NOTES:						

This Scope of Work (SOW) is issued to and contemplated by the Agreement between Great Minds PBC and the Customer. Please return the complete, signed Scope of Work to pd@greatminds.org.

<District Name>

SAMPLE DOCUMENT

Print Name

Signature

Print Title

Date

Schedule C - Digital Services Terms and Conditions

1. Definitions

    a. **“Agreement”** means the agreement to which these Digital Services Terms and Conditions are attached, inclusive of the terms set forth herein.

    b. **“Aggregated Statistics"** means data and information related to Customer's use of the Digital Services that is used by GM in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Digital Services, and which in any event shall never include Sensitive Data.

    c. **“Authorized User"** means Customer's employees, students, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Digital Services under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the Digital Services has been purchased hereunder.

    d. **“Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Digital Services.

    e. **“Documentation"** means GM's user manuals, handbooks, and guides relating to the Digital Services provided by GM to Customer either electronically or in hard copy form and end user documentation relating to the Digital Services, if any, available at https://www.greatminds.org.

    f. **“Digital Services"** means the software and digital or electronic services provided by GM to Customer.

    g. **“GM IP"** means the Digital Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, GM IP includes Aggregated Statistics and any information, data, or other content derived from GM's monitoring of Customer's access to or use of the Digital Services, but does not include Customer Data.

    h. **“Sensitive Data”** shall have the meaning ascribed thereto in Schedule D.

2. Access and Use

    a. Provision of Access. Subject to and conditioned on Customer's payment of amounts as set forth in the Agreement and compliance with all other terms and conditions of the Agreement, and GM’s right to discontinue Services, including Digital Services, as set forth in Section 3 of the Agreement, GM hereby grants Customer a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to access and use the Digital Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions

of the Agreement and herein. Such use is limited to Customer's internal use. GM shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Digital Services. The total number of Authorized Users will not exceed the number set forth in Schedule A of the Agreement or any Purchase Order, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the fees payable under the Agreement.

b. Documentation License. Subject to the terms and conditions contained in the Agreement, GM hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Digital Services.

c. Use Restrictions. Customer shall not use the Digital Services for any purposes beyond the scope of the access granted in the Agreement or in this Schedule C. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Digital Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Digital Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Digital Services, in whole or in part; (iv) remove any proprietary notices from the Digital Services or Documentation; or (v) use the Digital Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

d. Reservation of Rights. GM reserves all rights not expressly granted to Customer in the Agreement or expressly granted herein with respect to the Digital Services. Except for the limited rights and licenses expressly granted under the Agreement or herein with respect to the Digital Services, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the GM IP.

e. Suspension. Notwithstanding anything to the contrary in the Agreement, GM may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Digital Services if: (i) GM reasonably determines that (A) there is a threat or attack on any of the GM IP; (B) Customer's or any Authorized User's use of the GM IP disrupts or poses a security risk to the GM IP or to any other customer or vendor of GM; (C) Customer, or any Authorized User, is using the GM IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) GM's provision of the Digital Services to Customer or any Authorized User is prohibited by applicable law; or (ii) any vendor of GM has suspended or terminated GM's access to or use of any third-party services or products required to enable Customer to access the

Digital Services; (any such suspension described in subclause (i) or (ii), a "Service Suspension"). GM shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Digital Services following any Service Suspension. GM shall use commercially reasonable efforts to resume providing access to the Digital Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. GM will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

f. Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, GM may monitor Customer's use of the Digital Services and collect and compile Aggregated Statistics. As between GM and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by GM. Customer acknowledges that GM may compile Aggregated Statistics based on Customer Data input into the Digital Services. Customer agrees that GM may (i) make Aggregated Statistics publicly available in compliance with applicable law, (ii) may use Aggregated Statistics to enhance GM's products and services; and (iii) otherwise use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information, or otherwise utilize Protected Information.

3. Customer Responsibilities.

a. General. Customer is responsible and liable for all uses of the Digital Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Digital Services, and shall cause Authorized Users to comply with such provisions.

4. Service Levels and Support.

a. Service Levels. Subject to the terms and conditions of the Agreement, GM shall use commercially reasonable efforts to make the Digital Services available to Customer and Authorized Users.

b. Support. Neither the Agreement nor anything herein shall entitle Customer to any support for the Digital Services.

5. Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of three (3) years after the termination or expiration of the

Agreement with respect to matters necessary for accurately determining amounts due hereunder. GM may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by the Agreement, provided that if such inspection and audit reveals that Customer has underpaid GM with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 4(b) of the Agreement. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 20% for any quarter. Such inspection and auditing rights will extend throughout the Term of the Agreement and for a period of three (3) years after the termination or expiration of the Agreement.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under the Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the date of the Agreement and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback. This Section 7 shall be in addition to any other rights set forth in the Agreement. In the event of a conflict between the provisions of this Section 7 and any other provision of the Agreement, this Section 7 shall control.

    a. GM IP. Customer acknowledges that, as between Customer and GM, GM owns all right, title, and interest, including all intellectual property rights, in

and to the GM IP.

b. Customer Data. GM acknowledges that, as between GM and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to GM a non-exclusive, irrevocable, perpetual, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for GM to provide the Digital Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

c. Feedback. If Customer or any of its employees, students, or contractors sends or transmits any communications or materials to GM by mail, email, telephone, or otherwise, suggesting or recommending changes to the GM IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), GM is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to GM on Customer's behalf, and on behalf of its employees, students, contractors and/or agents, all right, title, and interest in, and GM is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although GM is not required to use any Feedback.

8. Indemnification.

a. GM Indemnification.

i. GM shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Digital Services, or any use of the Digital Services in accordance with the Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies GM in writing of the claim, cooperates with GM, and allows GM sole authority to control the defense and settlement of such claim.

ii. If such a claim is made or appears possible, Customer agrees to permit GM, at GM's sole discretion, to (A) modify or replace the Digital Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If GM determines that neither alternative is reasonably available, GM may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

iii. This Section 8(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Digital Services in combination with data, software, hardware, equipment, or technology not provided by GM or authorized by GM in writing; (B) modifications to the Digital

Services not made by GM; or (C) Customer Data.

b. Customer Indemnification. Except as expressly prohibited by law, Customer shall indemnify, hold harmless, and, at GM's option, defend GM from and against any Losses and reasonable attorneys' fees resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Digital Services in a manner not authorized by the Agreement; (iii) use of the Digital Services in combination with data, software, hardware, equipment, or technology not provided by GM or authorized by GM in writing; (iv) violation of appliable local, district, state or federal law, rule or regulation; or (v) modifications to the Digital Services not made by GM, provided that Customer may not settle any Third-Party Claim against GM unless GM consents to such settlement, and further provided that GM will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

c. Sole Remedy. THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND GM'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE DIGITAL SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 8 EXCEED $10,000.

9. Effect of Expiration or Termination of Agreement. Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the GM IP and, without limiting Customer's obligations under this Section 9, Customer shall delete, destroy, or return all copies of the GM IP and certify in writing to the GM that the GM IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay amounts due under the Agreement that may have become due before such expiration or termination or entitle Customer to any refund.

Schedule D - Data Privacy and Security Obligations

1. DATA PROCESSING AND PROTECTION THROUGH THE DIGITAL PLATFORMS

1.1. Limitations on Use. GM will Process Personal Data only on Customer's behalf, in the context of its direct business relationship with Customer and in accordance with Customer's instructions or otherwise in accordance with the terms of the Agreement, the terms of use of the Great Minds Digital Platforms and this Schedule D. Except as expressly permitted by the Agreement, GM will not otherwise Process Personal Data through the Great Minds Digital Platforms. The duration of the Processing will be the same as the duration of the Agreement, except as otherwise agreed to in this Schedule D or in writing by the Parties.

1.2. Compliance with Law. GM will comply with all applicable laws relating to the protection of Personal Data that apply with respect to GM's handling of Customer's Personal Data.

1.3. Description of Processing. The following describes the scope of the GM's Processing:

- Subject Matter, Nature and Purpose. GM collects data solely for the purpose of authorizing users and facilitating GM product and services utilization, development, and enhancement.

- Categories of Individuals. Customer's employees, contractors, and students.

- Types of Personal Data. Individuals' association with specific curricula, courses, grades, roles, and schools/districts; student performance data, individual product usage data, and any additional data required for product access or utilization

- Types of Sensitive Data: Individual's names, email addresses, passwords, personally identifiable (or other similar) information protected by law in the Customer's home jurisdiction or by applicable federal law, and any additional data the Customer identifies to GM as sensitive in writing and which GM then agrees in writing to regard as Sensitive Data.

1.4. Confidentiality. GM will use commercially reasonably efforts (which in any event shall be as stringent as those efforts taken by GM with respect to its employees' Personal Data) to hold Personal Data in strict confidence and impose confidentiality obligations on GM personnel who will be provided access to, or will otherwise Process, Personal Data, including requiring personnel to protect all Personal Data in accordance with the requirements of this Schedule D (including during the term of their employment or engagement and thereafter).

1.5 Privacy of Student Data.

a) General Guidelines. The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by the Customer, including, without limitation, FERPA (defined below). The Customer has determined that GM has a legitimate educational interest in the educational records, as that term is defined under FERPA, of the Customer's students who receive materials or services, and that GM is the agent of the Customer solely for the purpose of providing the services under this Agreement. GM and GM's personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. GM's obligations under this Section shall survive the termination or expiration of this Agreement.

b) Definition of "Student Data": "Student Data" includes all Personally Identifiable Information ("PII") and other non-public information and includes collected about students of Customer3, but is not limited to, student data, metadata, and user content, but exclusive of aggregated, anonymized or de-identified data or information collected about students.

c) Collection and Use of Student Data. GM will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. GM will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services and products under this Agreement. GM is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

d) Data De-Identification. GM may use de-identified Student Data for product development, research, or other purposes. De-identified Student Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, GM agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless that party agrees not to attempt re-identification.

e) Modification of Terms of Service. GM will not change how Student Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Customer, unless such modification is required by federal, state or local law.

f) Access and Transfer or Destruction. Any Student Data held by GM will be made available to the Customer upon request by the Customer. GM will ensure that all Student Data in its possession and in the possession of any subcontractors or agents to which GM may have transferred Student Data are destroyed or transferred to the Customer when the Student Data is no longer needed for its specified purpose, at the request of the Customer.

1.6. Data Security Program. GM will implement, maintain, monitor and, where necessary, update a comprehensive written data security program that contains appropriate administrative, technical, and physical safeguards to protect Personal Data against anticipated threats or hazards to its security, confidentiality, or integrity (such as unauthorized access,

collection, use, copying, modification, disposal, or disclosure, unauthorized, unlawful, or accidental loss, destruction, acquisition, or damage or any other unauthorized form of Processing) ("Data Security Program"). The Data Security Program will include the measures listed in the attached Security Standards below.

1.7. Data Integrity. GM will ensure that all Personal Data created by GM on Customer's behalf is accurate and, where appropriate, kept up to date, and ensure that any Personal Data that is inaccurate or incomplete is erased or rectified in accordance with Customer's instructions.

1.8. Subcontracting. GM will not disclose or transfer Personal Data to, or allow access to Personal Data by (each, a "Disclosure") any third party (including affiliates and subcontractors) without Customer's express prior written consent, except as authorized in this Schedule D. If Customer provides such consent for GM's Disclosure to a third party, GM will, prior to any such Disclosure, enter into a written agreement with the third party that is at least as restrictive as this Schedule D, and GM will provide such agreement to Customer promptly upon request. GM will be liable for all actions by such third parties with respect to the Disclosure.

1.9. Requests or Complaints from Individuals. GM will notify Customer in writing as soon as practicable, and in any case within five (5) days of receipt, unless specifically prohibited by laws applicable to GM, if GM receives: (i) any request from an individual with respect to Personal Data Processed, including but not limited to opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Data, including allegations that the Processing infringes on an individual's rights. GM will not respond to any such request or complaint unless expressly authorized to do so by Customer. GM will cooperate with Customer with respect to any action taken relating to an individual's request or complaint and will seek to implement appropriate processes (including technical and organizational measures) to assist Customer in responding to such requests or complaints. GM will promptly and securely delete or destroy any Personal Data pertaining to an individual identified by Customer where such data is within GM's possession or control. If applicable, GM will direct any affiliate or subprocessor that Processes Personal Data related to the identified individual to promptly and securely delete or destroy such Personal Data. GM will confirm to Customer in writing that it has complied with its obligations under this section.

1.10. Disclosure Requests. If GM receives any order, demand, warrant, or any other document requesting or purporting to compel the production of Personal Data (including, for example, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands, or other similar processes) ("Disclosure Request"), GM will immediately notify Customer (except to the extent otherwise required by laws applicable to GM). If the Disclosure Request is not legally valid and binding, GM will not respond. If a Disclosure Request is legally valid and binding, GM will provide Customer at least forty-eight (48) hours' notice prior to the required disclosure, so that Customer may, at its own expense, exercise such rights as it may have under applicable law to prevent or limit such disclosure. Notwithstanding the foregoing, GM will exercise commercially reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of Personal Data and will cooperate with Customer with respect to any action taken with respect to such request, complaint, order or other document, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to Personal Data.

1.11. Audit. Customer may provide to GM a security assessment questionnaire related to Services, which GM will accurately and promptly complete. Such a questionnaire may include questions seeking verification of compliance with the terms and conditions of this Schedule D. Upon request, GM will also supply a copy of its most recent third-party assessment, such as an ISO 27001, SSAE 16 SOC 2, ISAE 3402 or similar assessment, if GM has had such an assessment. If, after the original security questionnaire assessment, Customer determines that further assessment is warranted, Customer may request, no more than annually and with thirty (30) days' prior written notice, at Customer's cost, an assessment related to Services provided with a scope to be mutually agreed. During such a review, Customer may examine policies, procedures and other materials related to specific Services performed, to the extent that such review does not compromise confidentiality obligations to any other customers of GM.

1.12. Security Incident. GM will notify Customer in writing promptly (and in any event within seventy-two (72) hours) whenever GM reasonably believes that there has been any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of, or damage to Personal Data, or any other unauthorized Processing of Personal Data ("Security Incident"). After providing notice, GM will investigate the Security Incident, take all commercially reasonable necessary steps to eliminate or contain the exposure of the Personal Data, and keep Customer informed of the status of the Security Incident and all related matters. GM further agrees to provide reasonable assistance and cooperation requested by Customer and/or Customer's designated representatives in the furtherance of any correction, remediation, or investigation of any Security Incident and/or the mitigation of any potential damage, including any notification that Customer may determine appropriate to send to affected individuals, regulators, or third parties, and/or the provision of any credit reporting service that Customer deems appropriate to provide to affected individuals. Unless required by law applicable to GM, GM will not notify any individual or any third party other than law enforcement of any potential Security Incident involving Personal Data, in any manner that would identify, or is reasonably likely to identify or reveal the identity of, Customer, without first obtaining written permission of Customer. In addition, within thirty (30) days of identifying or being informed of any Security Incident arising from any act or omission by GM, GM will develop and execute a plan, subject to Customer's approval not to be unreasonably withheld conditioned or delayed, and which in any event shall account for the geographic dispersion of GM's Customers and the various statutory and regulatory requirements by which they may be bound, that reduces the likelihood of a recurrence of a Security Incident.

1.13 Identity Theft Protection.

a) GM agrees to maintain the confidentiality of "personal identifying information" and "sensitive personal information," as those terms are defined in Texas Business & Commerce Code § 522.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. GM agrees that "personal identifying information" and "sensitive personal information" will be collected only as necessary and in conjunction with this Agreement, and will be restricted in its distribution and accessibility such that only authorized representatives of GM who have agreed to maintain the confidentiality of the data may access it. Such information will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools. When necessary, "personal identifying information" and "sensitive personal information" will be disposed of through secure means, such as shredding paper files and erasing electronic files.

b) GM will not bear responsibility for safeguarding information that is (i) publicly available; (ii) that is not "personal identifying information" or "sensitive personal information"; (iii) that is obtained by GM from third parties without restrictions on disclosure and is not obviously "personal identifying information" or "sensitive personal information"; or (iv) is required to be disclosed by order of a court or other governmental entity.
c) GM stipulates that this Agreement does not convey ownership of "personal identifying information" or "sensitive personal information" provided by the Customer under this Agreement.
d) If GM becomes aware of a disclosure or security breach concerning any "personal identifying information" or "sensitive personal information" covered by this Agreement, GM shall immediately notify the Customer and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business & Commerce Code, GM shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Section may, at the Customer's sole discretion, result in the Customer's immediately terminating this Agreement without financial penalty.

1.14. Return or Disposal. GM will, as appropriate and as directed by Customer, regularly dispose of Personal Data that is maintained by GM but that is no longer necessary to provide the Services. Upon termination or expiration of this Schedule D for any reason or upon Customer's request, GM will immediately cease handling Personal Data and will return in a manner and format reasonably requested by Customer, or, if specifically directed by Customer, will destroy, any or all Personal Data in GM's possession, power, or control. If GM disposes of any paper, electronic, or other record containing Personal Data, GM will do so by taking all reasonable steps (based on the sensitivity of Personal Data) to destroy Personal Data by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying Personal Data in such records to make it unreadable, unreconstructable, and indecipherable. Upon request, GM will provide a written certification that Personal Data has been returned or securely destroyed in accordance with this Schedule D.

1.15. Cooperation. GM will provide relevant information upon reasonable request and commercially reasonable assistance requested by Customer to demonstrate GM's compliance with its obligations under this Schedule D and assist Customer in meeting its obligations under data protection laws regarding.

1.16. Adverse Changes. GM will notify Customer promptly if GM: (i) has reason to believe that it is unable to comply with any of its obligations under this Schedule D and it cannot cure this inability to comply within a reasonable timeframe; or (ii) becomes aware of any circumstances or change in applicable law that is likely to prevent it from fulfilling its obligations under this Schedule D. In the event that this Schedule D, or any actions to be taken or contemplated to be taken in performance of this Schedule D, do not or would not satisfy either party's obligations under the laws applicable to each party, the parties will negotiate in good faith upon an appropriate amendment to this Schedule D.

1.17 Insurance Requirements.

a) GM Insurance Requirements: GM shall, at all times during the Term hereof and at GM's sole expense, keep in full force and effect the following minimum limits of insurance:

i) Technology Professional Liability Errors and Omissions: GM shall maintain coverage appropriate to GM's services under this Agreement, with limits not less than $2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by GM in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1. The policy shall include, or be endorsed to include ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Customer in the care, custody, or control of GM.
2. ***Cyber Liability coverage*** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Customer that will be in the care, custody, or control of GM.

Such policy shall name the Customer as an Additional Insured and include a Waiver of Subrogation Clause.

2. CUSTOMER INSTRUCTIONS. GM will be entitled to rely solely on Customer's instructions relating to Personal Data.

3. SURVIVAL. Notwithstanding the term of the Agreement, the obligations of GM under this Schedule D will continue for so long as GM continues to have access to, is in possession of or acquires Personal Data, even if all agreements between GM and Customer have expired or have been terminated.

4. CONFLICTS. To the extent there is any conflict between this Schedule D and the terms of the Agreement, this Schedule D will prevail unless such conflict is with the terms of Schedule C in which event the terms of Schedule C shall prevail.

5. DEFINITIONS

Capitalized terms used but not defined in this Schedule D will have the meanings set forth in the Agreement.

5.1. "Personal Data" means any data owned or provided by or on behalf of Customer, its employees, contractor and students (in their capacity as such and not as a generic consumer) in any form, format or media (including paper, electronic, and other records), that GM has access to, obtains, uses, maintains, or otherwise handles in connection with the performance of Services, including partial copies thereof that identifies an individual or relates to an identifiable individual.

5.2. "Process" or "Processing" means the collection, recording, organization, structuring, alteration, access, disclosure, copying, transfer, storage, retention, deletion, combination,

restriction, adaptation, retrieval, consultation, destruction, disposal, sale, sharing, or other use of Personal Data.

5.3. "Sensitive Data" means any of the following types of Personal Data: (i) personally identifiable data associated with a student or contained in a student record; (ii) social security number, taxpayer identification number, passport number, driver's license number, or other government-issued identification number; (iii) data on race, religion, ethnicity, sex life or practices or sexual orientation, medical or health data, genetic or biometric data, biometric templates, political or philosophical beliefs, political party or trade union membership, background check data, or judicial data such as criminal records or data on other judicial or administrative proceedings, or (iv) any other information protected by applicable law, including but not limited to The Family Education Rights and Privacy Act ("FERPA") and The Children's Online Privacy Protection Act ("COPPA") as the same may be amended from time to time.

Security Standards

GM maintains and enforces various policies, standards, and processes designed to secure Personal Data and other data to which GM Personnel are provided access and to protect Personal Data and other data from accidental loss or destruction. This Appendix represents the minimum security measures that will be taken by GM. If any commercial agreement with GM requires a higher level or more extensive security measures, GM will abide by those terms.

1. Data Security Policies and Standards. GM will implement security requirements for staff and all subcontractors, GMs, or agents who have access to Personal Data that are designed to ensure a level of security appropriate to the risk and address the requirements detailed in these Security Standards. GM will conduct periodic risk assessments and review and, as appropriate, revise its data security practices at least annually or whenever there is a material change in GM's business practices that may reasonably affect the security, confidentiality or integrity of Personal Data, provided that GM will not modify its data security practices in a manner that will weaken or compromise the confidentiality, availability, or integrity of Personal Data.

2. Physical Security. GM will maintain commercially reasonable security systems at all GM sites at which a system that uses or houses Personal Data is located. GM will reasonably restrict access to such Personal Data appropriately and have in place practices to prevent unauthorized individuals from gaining access to Personal Data.

3. Organizational Security.

- When media are to be disposed of or reused, GM will implement procedures to prevent any subsequent retrieval of any Personal Data stored on the media before they are withdrawn from the inventory. When media are to leave the premises at which the files are located as a result of maintenance operations, procedures will be implemented to prevent undue retrieval of Personal Data stored on them.
- GM will implement security policies and procedures to classify sensitive data assets, clarify security responsibilities, and promote awareness for employees.
- All Personal Data security incidents are managed in accordance with appropriate incident response procedures.

- GM will encrypt, using industry-standard encryption tools, all Sensitive Data that GM: (i) transmits or sends wirelessly or across public networks; (ii) stores on laptops or storage media; and (iii) stores on portable devices, in each case, where technically feasible. GM will safeguard the security and confidentiality of all encryption keys associated with encrypted Sensitive Data.
- GM will ensure that Personal Data cannot be read, copied, modified, or deleted without authorization during electronic transmission, transport, or storage, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified.
- GM will ensure that Personal Data collected for different purposes can be processed separately.

4. Network Security. GM will maintain network security using commercially available equipment and industry-standard techniques, including firewalls, intrusion detection and prevention systems, access control lists, and routing protocols.

5. Access Control.

- GM will maintain appropriate access controls, including, but not limited to, restricting access to Personal Data to the minimum number of GM Personnel who require such access.
- Only authorized staff may grant, modify, or revoke access to a system that uses or houses Personal Data. GM will maintain an audit trail to document whether and by whom Personal Data have been accessed, entered into, modified, transferred, or removed from Personal Data Processing, which must be presented to the Customer upon Customer's request.
- GM will implement and maintain user administration procedures that define user roles and their privileges and how access is granted, changed, and terminated; address appropriate segregation of duties; and define the logging/monitoring requirements and mechanisms.
- All employees of GM will be assigned unique user IDs.
- Access rights will be implemented adhering to the "principle of least privilege."
- GM will implement commercially reasonable physical and electronic security to create and protect passwords.
- GM will establish security procedures to prevent Personal Data Processing systems from being used accidentally or without authorization, such as through logical access controls.

6. Virus and Malware Controls. GM will install and maintain the latest anti-virus and malware protection software on its systems housing or processing Personal Data and have in place scheduled malware monitoring and system scanning to protect Personal Data from anticipated threats or hazards and to protect against unauthorized access to or use of Personal Data.

7. Personnel.

- Prior to providing access to Personal Data to GM Personnel, GM will inform GM Personal of its Data Security Program.
- GM will implement a security awareness program to train personnel about their security obligations. The program will include training about data classification

obligations; physical security controls; security practices; and security incident reporting.

- GM will clearly define roles and responsibilities for GM Personnel.
- GM employees will strictly follow established security policies and procedures. A disciplinary process will be utilized if employees commit a security breach.

8. Business Continuity. GM will implement appropriate back-up and disaster recovery and business resumption plans. GM will review its business continuity plan and risk assessment regularly. Business continuity plans will be tested and updated regularly to ensure that they are up to date and effective.

9. Primary Security Manager. Following execution of the Agreement, GM will notify (email being sufficient) Customer of its designated primary security manager upon Customer's written request. The security manager will be responsible for managing and coordinating the performance of GM's obligations set forth in its Data Security Program and in this Schedule D.

EXHIBIT E

ACKNOWLEDGEMENT

Reference is made to that Purchase and Sale Agreement by and between the Customer (as identified below) and Great Minds PBC, a Delaware public benefit corporation, intended to be executed contemporaneous with this Acknowledgment (the "PSA"). Unless otherwise required by context or except as otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the PSA.

Without limiting the provisions of Section 13 or any other provision of the PSA, by execution hereof, Customer acknowledges:

1. Products and services Customer is purchasing pursuant to the PSA represent early release print versions based on the GM's Eureka Math® TEKS Edition curriculum. These early release products and services remain subject to ongoing review and refinement by GM and may differ materially from the final published versions of the Eureka Math® TEKS Edition curriculum;
2. Customer has requested to purchase the products and services notwithstanding the fact that GM may further refine, edit, revise, align, or alter the content of the curriculum;
3. The products and services Customer is purchasing from GM have not been reviewed or approved by the Texas Education Agency;
4. GM makes no representation that the early release print materials purchased pursuant to the PSA currently align with TEKS or other state quality standards, and GM shall have no liability to Customer for the form or content of such early release products or services;
5. Customer is not prohibited by law from purchasing the products and services;
6. Customer is not required by law to purchase TEKS-aligned materials; and
7. GM is relying on this Acknowledgement as part of its agreement to sell products and services to Customer pursuant to the PSA.

In the event of a conflict between the PSA and this Acknowledgement, the terms of this Acknowledgement shall control.

Agreed to and acknowledged:
Customer:

By:_____
Printed Name:
Title:
Date:

IDEA Florida
Board Consent Item K
April 23, 2021

Subject: Contract Approval for Inventory Management System

Proposed Board Action: For Approval

Executive Summary:

The proposed agreement is for a software licensing agreement between Hayes Software Systems and IDEA Florida. The agreement will provide IDEA Florida with access to TIPWeb, a web-based software platform that includes a database and software foundation that will facilitate ordering and tracking of instructional materials, technology items, and assets.

Supporting Documentation: Proposed Licensing Agreement

Presenter: Elliott Nguyen, Director of Procurement

Software License Agreement

between

Hayes Software Systems

and

Idea Public Schools (FL)

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This AGREEMENT (the "Agreement") is made as of the date this agreement is signed by the CUSTOMER unless otherwise noted in Exhibit A – Definitions: The "Term". That date will be known as the effective date ("Effective Date"), between Hayes Software Systems, a Texas corporation with its principal place of business at 12007 Research Blvd, Ste 103, Austin, TX 78759 ("HAYES"), and ~~Idea Public Schools~~ IDEA Florida Inc.(FL), 401 S. 1st Street, Donna, TX, 78537 ("CUSTOMER").

WHEREAS, HAYES is an educational software company that develops, distributes and licenses the use of educational software and provides hosting, training and other consulting services for K-12 education;

WHEREAS, CUSTOMER desires to license and/or purchase certain products and services from HAYES upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

1.1 Grant of License.

(a) As used in this Agreement, "Licensed Software" means HAYES' proprietary software described In **Exhibit A**, including all updates, corrections and revisions to the software as supplied by HAYES. Subject to the terms and conditions of this Agreement, HAYES hereby grants to CUSTOMER a non-exclusive, worldwide, nontransferable, non-assignable, non-sublicensable, royalty-free, limited license to the Licensed Software for CUSTOMER's internal use at CUSTOMER's Licensed Site(s) designated in **Exhibit B**. CUSTOMER shall not sell, lease, license or otherwise transfer, use or dispose of the Licensed Software except as expressly provided herein. CUSTOMER shall not make any alterations, additions or modifications to the Licensed Software without the prior written consent of HAYES in its sole discretion; and, if such permission is granted, all right, title and interest in and to such alterations, additions or modifications shall become the property of, and are hereby assigned to, HAYES. CUSTOMER will not decompile, disassemble or reverse engineer any software included within the Licensed Software.

(b) This grant of license is based upon use of the Licensed Software only at the Licensed Sites. CUSTOMER agrees to pay HAYES additional fees as set forth in **Exhibit E** (the "Additional Fees") to expand use of the License Software to other sites, including but not limited to additional license fees, additional implementation fees, and additional professional development (training) fees. An Amendment to **Exhibit B** of the Agreement shall be executed by both parties prior to HAYES invoicing CUSTOMER for, or providing access to, the Licensed Software for new sites added to this Agreement.

(c) The Licensed Software can be purchased with varying levels of functionality. HAYES grants CUSTOMER the license to use the Licensed Software with the Licensed Software Functionality defined and designated in **Exhibit B**. At CUSTOMER's sole discretion and via a mutually executed Amendment to **Exhibit B**, CUSTOMER may modify the Licensed Software Functionality designations for Licensed Sites by paying HAYES Additional Fees set forth in **Exhibit E**.

(d) CUSTOMER will, upon HAYES' reasonable request but not more than once in any calendar year, permit HAYES or its authorized agents, at HAYES' own expense, to audit the number of Licensed Sites using the Licensed Software. Audits shall be conducted without unreasonably disturbing CUSTOMER operations. Any information received during such audit will be deemed Confidential Information (as defined below) and may not be used or disclosed by HAYES or its authorized agents for any purposes other than determining the accuracy of payments made to HAYES and for enforcing HAYES' rights under this Agreement.

1.2 Implementation of Licensed Software.

(a) Subject to CUSTOMER's delivery of all information requested by HAYES, HAYES will provide implementation services, as described in **Exhibit C**. In no event shall HAYES be liable to CUSTOMER for any expenses incurred or damages resulting from any delay in the delivery of the Licensed Software beyond HAYES' reasonable control.

(b) CUSTOMER will designate the following in **Exhibit F**:

(i) CUSTOMER's primary address.
(ii) A Contract Coordinator who is authorized to handle all issues concerning this Agreement.

(iii) A "Billing Contact" to whom HAYES shall submit all invoices.

1.3 Licensed Software Maintenance.

(a) Subject to the terms and conditions of this Agreement, HAYES shall provide maintenance to the Licensed Software. In connection therewith, HAYES shall correct all material errors, malfunctions and defects in the Licensed Software within a reasonable period of time after CUSTOMER gives HAYES written notice thereof, which includes sufficient information to diagnose such problems.

(b) As part of HAYES' maintenance obligations, HAYES shall provide CUSTOMER with upgrades to the Licensed Software as they become available to HAYES' customers generally, and at minimum one upgrade per year.

(c) It is understood, agreed and acknowledged by CUSTOMER that in accordance with routine maintenance, updates and fixes, HAYES may change or modify any aspect of the Licensed Software as long as such modification does not materially alter the functionality of the Licensed Software. HAYES shall make a commercially reasonable effort to provide access to the Licensed Software at all times but does not warrant that it will be uninterrupted or that the Licensed Software shall be error-free, except as otherwise warranted hereunder.

(d) As part of HAYES' maintenance obligations, HAYES shall provide product support for all users of the Licensed Software at Licensed Sites by phone (800-495-5993), or by e-mail (support@hayessoft.com) Product support shall be available 8 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding holidays observed by HAYES. HAYES shall provide additional hours of support at HAYES' sole discretion.

SECTION 2

2.1 Fees.

(a) CUSTOMER shall pay to HAYES the license fees (the "License Fees") and such other fees agreed upon in writing by the parties (which, together with the License Fees and any Additional Fees, are collectively referred to herein as the "Fees") as set forth in **Exhibit E**. Notwithstanding other provisions of this Agreement, CUSTOMER's failure to timely pay all Fees as described in **Exhibit E** shall be deemed a material breach of this Agreement.

(b) CUSTOMER's rights to access the Licensed Software under this Agreement shall cease if CUSTOMER fails to timely pay the Fees provided in this Agreement.

SECTION 3

3.1 Term and Termination.

(a) This Agreement shall enter into force on the Effective Date, and shall remain in force for the duration of the Term as defined in **Exhibit A**, unless sooner terminated by HAYES or CUSTOMER pursuant to the terms of this Agreement.

(b) HAYES shall have the right to terminate this Agreement and all products and/or services provided under this Agreement, the Exhibits hereto or any SOWs if

(i) CUSTOMER fails to cure a material breach of this Agreement within thirty (30) days after having received written notice of such breach from HAYES, except that the time to cure for the non-payment of the Fees shall be ten (10) days; or

(ii) HAYES' license or other rights to the Licensed Software is at any time terminated.

In the event of a termination pursuant to clause (i) of this Section 3.1(b), CUSTOMER shall promptly pay to HAYES the undisputed amount of all Fees due under this Agreement; and in the event of a termination pursuant to clause (ii) of this Section 3.1(b) CUSTOMER shall promptly pay to HAYES the pro-rata portion of the Fees for all services provided through the effective date of termination, if not previously paid.

(c) CUSTOMER shall have the right to terminate this Agreement

(i) if HAYES is in material breach of any provision of this Agreement and HAYES fails to cure such material breach within thirty (30) days after receiving detailed written notice of HAYES' material breach specifying the breach; except that HAYES shall not be deemed in breach, and shall have no obligations to cure, if CUSTOMER modifies or changes the Licensed Software in any way. HAYES' failure to maintain its license or other rights to the Licensed Software shall not be deemed a breach of this Agreement if HAYES, at its option, provides CUSTOMER with software substantially similar to the Licensed Software.

(ii) if HAYES files for bankruptcy.

(iii) at the end of any fiscal year in the event that CUSTOMER's governing Board fails to appropriate funds for this Agreement (and any subsequent SOW) for the following fiscal year.

(d) In the event of a termination pursuant to this Section 3(c), CUSTOMER shall promptly pay to HAYES the pro-rata portion of the unpaid Fees for all products and services provided through the date of termination.

SECTION 4

4.1 HAYES' Representations and Warranties.

(a) HAYES represents and warrants to CUSTOMER:

(i) that to HAYES' knowledge, neither the Licensed Software nor the exercise by CUSTOMER of any of the rights granted hereunder will infringe any known or hereinafter existing worldwide copyrights, patents, trademarks, trade secrets, uniform resource locators, trade dress, brand features, know-how, moral rights, contract rights or other proprietary rights ("Intellectual Property") of any third party. HAYES will defend, indemnify and hold harmless the CUSTOMER from any action based on a claim that CUSTOMER's use of the Licensed Software infringes any patent, copyright or trade secret of any third party; and

(ii) that the Licensed Software shall substantially conform in all material respects to the specifications contained herein and any customization to the Licensed Software furnished by HAYES pursuant to a SOW shall substantially conform in all material respects to any specifications agreed to in writing by the parties with respect to such customization.

(b) HAYES' sole liability for any breach of the performance warranty in this Section 4.1 will be, in HAYES' sole discretion:

(i) to repair or replace CUSTOMER's defective Licensed Software; or

(ii) to refund to CUSTOMER all fees actually paid pursuant to this Agreement, in which case this Agreement and CUSTOMER's right to use the Licensed Software will be terminated.

HAYES will use its commercially reasonable best efforts to repair, replace, or advise pursuant to the warranty set forth in this Section 4.1. Notwithstanding the foregoing, HAYES shall not be in default hereunder as long as it is diligently pursuing the fulfillment of its warranty obligation.

(c) HAYES will have no warranty obligation unless:

(i) CUSTOMER informs HAYES in writing during the Term of the Agreement of a failure of the Licensed Software to perform as described in **Exhibit A**; and

(ii) CUSTOMER has not introduced other equipment or software creating an adverse impact on the Licensed Software; and

(iii) CUSTOMER has paid all amounts due hereunder and is not in breach or default of any provision of this Agreement; and

(d) THE WARRANTIES SET FORTH IN THIS SECTION 4.1 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY HAYES. HAYES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY DISCLAIMED. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS". THE EXPRESS WARRANTIES IN THIS SECTION 4.1 DO NOT APPLY TO DAMAGE RESULTING FROM MISUSE, ABUSE OR COMPUTER OR ELECTRICAL MALFUNCTION, OR IF THE LICENSED SOFTWARE HAS BEEN INSTALLED, USED, MODIFIED OR OPERATED OTHER THAN IN ACCORDANCE WITH INSTRUCTIONS FURNISHED BY HAYES OR OTHER THAN AS PERMITTED BY THIS AGREEMENT. HAYES DOES NOT WARRANT THE CUSTOMER'S USE OF THE LICENSED SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT. NO REPRESENTATIVE, AGENT, EMPLOYEE OR OTHER PERSON IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

(e) If any modifications are made to the Licensed Software by any person or entity other than HAYES or if CUSTOMER breaches a material provision of this Agreement, any warranty provided for in this Agreement shall immediately be terminated. In addition, the warranty granted herein shall terminate if the Licensed Software is used on or in conjunction with hardware or software other than the hardware platform and software operating systems with which the Licensed Software was designed to be used, as described on **Exhibit D**.

4.2. CUSTOMER's Representations and Warranties. CUSTOMER represents and warrants to HAYES the following:

(a) that it has full power and authority to enter into and perform its obligations under this Agreement and to grant the rights herein granted, and that such power and authority are not limited or restricted by any agreements or understandings between CUSTOMER and third parties;

(b) that it has adequate funds to meet its obligations under this Agreement and that such funds for the first annual payment (through the current fiscal year) have been reserved for payment of CUSTOMER's obligations to HAYES hereunder; and

(c) that the materials and information provided by CUSTOMER to HAYES hereunder shall not violate or infringe upon any Intellectual Property rights of any third party.

(d) ~~the CUSTOMER herby grants HAYES the nonexclusive right to use and display the CUSTOMER's name and/or logo on it's website, marketing collateral, promotional materials and press releases identifying CUSTOMER as a customer~~

4.3 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOST OR ANTICIPATED PROFITS, LOST DATA OR INTERRUPTION OF BUSINESS RELATED TO THIS AGREEMENT OR RESULTING FROM CUSTOMER'S USE, DELAY OR INABILITY TO USE THE SOFTWARE OR LOSS OF INFORMATION ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF FORESEEABLE AND THE OTHER PARTY HAD BEEN INFORMED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. HAYES' OBLIGATION TO PAY ANY DAMAGES WILL IN ANY EVENT BE LIMITED TO A RETURN OF ANY FEES ACTUALLY PAID BY CUSTOMER TO HAYES.

SECTION 5

5.1 Confidential Information.

(a) The parties recognize and acknowledge that this Agreement creates a confidential relationship between the parties and that to the extent permitted by law, the terms of this Agreement and information concerning each party's business affairs, products, software research and development, inventions, processes, techniques, designs, marketing and technical information, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise (collectively, "Confidential Information"), is confidential and proprietary. Confidential Information includes all student information and records and shall remain confidential by both parties as required under the Family Educational and Privacy Rights Act ("FERPA"). Confidential Information shall not include information that is publicly known without breach of this Agreement, information already known to the receiving party before disclosure as evidenced by the receiving party's written records, or information that is subject to disclosure by law (including this Agreement).

(b) During the Term, and for two (2) years after the termination or expiration of this Agreement for whatever reason, the parties agree and shall take all reasonable steps to hold all Confidential Information in trust and confidence and, except as may be authorized in writing, shall not use Confidential Information for any purpose other than the performance of the various services under this Agreement, nor disclose Confidential Information to any other person, company or entity. Notwithstanding the foregoing, the parties recognize and acknowledge that the Confidential Information related to the Licensed Software (including but not limited to functionality, specifications, research and development, inventions, techniques, and designs) and to student records confidential under FERPA will be maintained as Confidential Information by both parties in perpetuity.

SECTION 6

6.1 Ownership.

(a) HAYES acknowledges and agrees that CUSTOMER retains ownership of all CUSTOMER-specific data added to the Licensed Software database after installation, ("Customer Data"). CUSTOMER will have access to tag data at any time via exports within the software. The CUSTOMER may request HAYES provide a copy of Customer Data in electronic format at any time. HAYES may charge an hourly rate for that service. HAYES must submit a copy of Customer Data to CUSTOMER in electronic format within seven (7) days of a written request by CUSTOMER, such requests must occur within ninety (90) days of contract termination unless CUSTOMER has requested data to be deleted earlier.

(b) HAYES will not sell or provide Customer Data to any third party for any reason without the prior written direction of CUSTOMER.

(c) CUSTOMER acknowledges and agrees that HAYES may access, view and use Customer Data to:

(i) Monitor and measure the effectiveness of the Licensed Software and supporting hardware;

(ii) Monitor compliance by CUSTOMER with this Agreement;

(iii) Provide technical support to CUSTOMER; and

(iv) Perform regular back-up security functions in an effort to protect Customer Data from loss.

(d) All Licensed Software and any and all modifications, bug fixes, updates and releases provided by HAYES, and all worldwide Intellectual Property rights therein, are and shall remain the exclusive property of HAYES and its licensors. The parties expressly agree that any and all services provided by HAYES under this Agreement shall not be considered works-made-for-hire, as that term is defined in the U.S. Copyright Act (17 U.S.C. § 101, et. seq.), and all ownership rights relating to the Licensed Software and any modifications thereto resulting from the services of HAYES shall remain vested in HAYES. CUSTOMER acknowledges and agrees that all Intellectual Property rights of whatever nature in the Licensed Software, the source code relating to the Licensed Software, and any and all derivative works relating to the Licensed Software, are and shall remain the property of HAYES, and nothing in this Agreement should be construed as transferring any aspects of such rights to CUSTOMER or any third party.

(e) CUSTOMER understands that a bankruptcy filing, merger or acquisition may or may not result in the termination of HAYES' rights to the Licensed Software. If HAYES' rights to the Licensed Software are not terminated, the provisions of this Agreement shall withstand such event. If HAYES' rights to the Licensed Software are terminated, the provisions of this Agreement shall be transferred to the new owner of the Licensed Software. CUSTOMER's rights pursuant to this Agreement shall survive such an event.

6.2 CUSTOMER agrees that access to the Licensed Software is limited to internal use solely by employees or independent contractors of the CUSTOMER ("Users"). CUSTOMER shall not permit Users or any third party to:

(a) gain unauthorized access to any portion of the Licensed Software for which the CUSTOMER is not licensed;

(b) violate or attempt to violate the security of the Licensed Software or the HAYES website, including without limitation,

(i) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures;

(ii) introducing any harmful code or virus into the Licensed Software or otherwise hacking into the Licensed Software's server(s); or

(iii) creating a false identity for the purpose of misleading HAYES as to the identity of the user who is accessing the Licensed Software.

SECTION 7

7.1 Responsibilities. The parties hereto agree that CUSTOMER is solely responsible for:

(a) the collection of all personal information and data delivered to HAYES;

(b) verification of the accuracy of all personal information and data;

(c) correction of any mistakes or other errors or inaccuracies in the personal information and Customer Data;

(d) compliance with the Children's Online Privacy Protection Act of 1998; and

(e) the use and integrity over the dissemination of all personal information and data.

SECTION 8

8.1 Consultant Not an Employee. HAYES and its employees are private contractors and not employees of CUSTOMER. Nothing contained herein shall be construed to imply a partnership, joint venture, or principal and agent relationship between the parties, and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other in connection with its performance hereunder or otherwise.

8.2 Additional Products and Services. CUSTOMER, pursuant to written SOWs signed by both parties hereto, may purchase additional software, hardware, training, or consulting services for further implementation, but not included in this Agreement. Unless otherwise specified, the SOWs shall incorporate all of the terms and conditions of this Agreement.

8.3 Governing Law and Venue. The parties hereto agree that venue for any and all disputes, claims or controversies arising out of or relating to this Agreement, the relationship between the parties, or the services performed, shall lie in a court of competent jurisdiction in the county indicated in **Exhibit A**.

8.4 Severability. In the event a court or authority of competent jurisdiction holds any portion of this Agreement to be invalid, illegal, or unenforceable by final judgment, the unenforceable provision will be severed from the remainder of this Agreement and the remaining provisions will, subject to the discretion of such court or authority in light of the intentions of the parties, be deemed in full force and effect as if they had been executed by both parties subsequent to the invalid provision being deleted.

8.5 Amendment. This Agreement may be modified, altered or amended only by a written instrument duly executed by both parties.

8.6 Use of Subcontractors. At various times, HAYES, as it deems necessary and commercially reasonable, may subcontract various portions of the services.

8.7 Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement, if such delay or failure arises by any reason beyond its reasonable control, including any acts of God, events of war, acts of terrorism, riots, fire, flood, earthquake, explosion or other natural disasters. The obligation that cannot be performed shall be delayed until it can be performed, including interruption or termination of service by the Internet access provider being used by CUSTOMER. The party claiming excusable delay must promptly notify the other party, in writing, of such delay. If the delay of a material obligation under this Agreement continues for more than forty-five (45) days, the other party may terminate this Agreement by giving fifteen (15) days written notice to the delaying party, provided, however,

that this Agreement will not terminate if the party claiming excusable delay substantially performs the material obligation within such fifteen (15) days.

8.8 Successors and Assigns. Neither party may assign its rights or obligations under this Agreement to any other person or entity without the other's consent, except that HAYES may assign its rights or obligations hereunder to an affiliate, or as part of a corporate or other reorganization, or in connection with a merger or sale of substantially all of HAYES' assets. This Agreement will inure to the benefit of and be binding on the parties and their respective successors and assigns.

8.9 Notices. All notices and other communications under this Agreement must be in writing and given by hand delivery, fax, or overnight courier, or registered or certified mail postage prepaid return receipt requested, to the parties at their respective addresses above, or to such other addresses as they may, respectively, furnish by such notice. Such communications will be effective upon actual receipt.

8.10 Disclosure. The parties may disclose to third parties that they have entered into this Agreement (including a general description of the Licensed Software) but shall not, and shall not permit any of their respective agents, employees or advisors to, disclose the confidential terms of this Agreement without the prior written consent of the other party.

8.11 Legal Fees. In the event any action or proceeding between the parties hereto arises pursuant to the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees, cost and expenses incurred from the non-prevailing party.

8.12 Construction. The Section headings in this Agreement are solely for convenience and will not be considered in its interpretation. The Exhibits attached to this Agreement are incorporated herein as if set forth herein in full. This Agreement has been reviewed and negotiated by the parties and each party has had the opportunity to review this Agreement with counsel of its own choosing; accordingly, this Agreement shall not be construed strictly for or against either party.

8.13 Entire Agreement. This Agreement is the complete Agreement between the parties and supersedes all prior proposals, understandings and all other agreements, oral or written, between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

For: Hayes Software Systems

By: Matt Winebright

_____

Title: President/
Chief Executive Officer

Date: April 15th, 2021

Federal Tax ID# **74-2576112**

For: ~~Idea Public Schools~~IDEA Florida, Inc. (FL)

By: _____
Print Name

_____
Signature

Title: _____

Date: _____

EXHIBIT A: DEFINITIONS

The "Term": Beginning on the Effective Date, and continuing for a total of (5) one-year terms thereafter.

Governing Law and Venue: ~~**Hidalgo**~~ **Hillsborough** County Florida

The "Licensed Software":

TIPWeb ©: A web-based software platform that includes a database and software foundation routines upon which various function-specific applications are built and executed.

TIPWeb-IM ©: A web-based software program, built on the TIPWeb platform that facilitates ordering and tracking of instructional materials. TIPWeb-IM, as part of the Licensed Software, includes all object code, executables, utilities, databases, and other computer files implemented as part of the TIPWeb-IM solution.

TIPWeb-IT ©: A web-based software program, built on the TIPWeb platform that facilitates tracking and management of technology items. TIPWeb-IT, as part of the Licensed Software, includes all object code, executables, utilities, databases, and other computer files implemented as part of the TIPWeb-IT solution.

TIPWeb-RFID ©: A software program configured with an RFID scanner specified by HAYES, that facilitates performing inventory audits of assets to which RFID tags have been affixed. TIPWeb-RFID includes all object code, executables, utilities, databases, and other computer files implemented as part of the TIPWeb-IT solution.

EXHIBIT B: LICENSED SITES AND FUNCTIONALITY DESIGNATIONS

The following designates the list of CUSTOMER's Licensed Sites and their Licensed Software Functionality as defined below:

a) For TIPWeb-IM:

TIPWeb-IM Licensed Site Description	**Full Featured License**
District Office	1
Secondary Schools	2
Elementary Schools	2

b) For TIPWeb-IT:

TIPWeb-IT Licensed Site Description	**Full Featured License**
District Office	1
Secondary Schools	2
Elementary Schools	2

TIPWeb-IT Licensed Software Functionality:

All features of the TIPWeb-IT Licensed Software are available for use for each Licensed Site.

EXHIBIT C: SCOPE OF SERVICES

CUSTOMER has opted to have HAYES install and maintain the Licensed Software on servers in HAYES' designated secure data center ("HAYES-Hosted").

C.1 Licensed Software Installation

(a) HAYES will provide the CUSTOMER an (1) introductory web-based training for each software module purchased as part of the installation

(b) HAYES will provide CUSTOMER access to (1) instance of the latest version of the Licensed Software hosted on HAYES' servers.

(c) Service Level Commitment

(i) While this Agreement is in effect, HAYES will endeavor to offer the Licensed Software at an availability of 99.9% or greater from 7:00 AM until 8:00 PM on business days in CUSTOMER's time zone, measured on a monthly basis, except for periods of unavailability due to

a. actions by CUSTOMER
b. malfunctions or defects in CUSTOMER's computer systems or Internet access
c. the general unavailability of the Internet
d. scheduled or emergency maintenance for which HAYES has provided CUSTOMER with at least 24 hours prior written notice, and
e. any circumstance or event beyond HAYES' reasonable control (the "Service Level Commitment").

(ii) HAYES reserves the right to amend the Service Level Commitment from time to time, subject to prior approval by CUSTOMER. If CUSTOMER does not agree to the amendment to the Service Level Commitment, CUSTOMER may terminate this Agreement and shall pay the pro-rata amount of undisputed Fees, as defined in **Section 2**, due but not yet paid up to the time of termination. HAYES will refund the pro-rata portion of any pre-paid annual maintenance fee for the months of service remaining in the term.

(iii) CUSTOMER agrees to promptly notify HAYES of any unavailability of the Licensed Software that CUSTOMER believes is the responsibility of HAYES.

(iv) CUSTOMER agrees to cooperate with HAYES to diagnose and repair the cause of any unavailability of the Licensed Software.

(v) It is understood, agreed and acknowledged by CUSTOMER that HAYES shall from time to time perform routine maintenance on computer servers that host CUSTOMER's data and Licensed Software. Prior to any routine maintenance, HAYES will notify CUSTOMER's designated Primary User as to the scheduled maintenance estimated date and time. Under no circumstances shall routine maintenance, communicated to CUSTOMER in advance, and conducted during non-business hours, be considered a reduction in availability as referred to in this Agreement.

(vi) If the availability of the Licensed Software falls below the Service Level Commitment for any given month, then HAYES will provide CUSTOMER with a credit (the "Service Credit") as follows:

a. if the availability for a given month is greater than 90.0%, but less than the Service Level Commitment, then the Service Credit for such month shall be equal to 1/2 of one month, and
b. if the availability for a given month is 89.9% or lower, then the Service Credit for such month shall be equal to a full month.

(vii) The Service Credit will be used to automatically extend the term of this Agreement for the number of months or partial months of the Service Credit. In no event will the Service Credit result in a refund to CUSTOMER of dues previously paid or an abatement of fees yet due. The Service Credit shall be CUSTOMER's sole and exclusive remedy for claims related to the availability of the Licensed Software.

(viii) CUSTOMER must use all professional services within one (1) year of the Effective Date unless otherwise noted.

C.2 SIS Integration

(a) CUSTOMER will provide HAYES data from their Student Information System (SIS) for nightly, automated processing into the Licensed Software
(b) Data will be provided by CUSTOMER to HAYES in a CSV formatted text file
(c) HAYES will provide CUSTOMER with standard formats for the data files to be imported
(d) CUSTOMER shall be responsible for the content and completeness of the data files
(e) HAYES shall provide access to a secure FTP site (SFTP) where files will be transferred for processing
(f) HAYES will work with CUSTOMER to ensure validity of the data formats prior to setting up the automated process
(g) CUSTOMER will receive a nightly report on the import process that will include records that were rejected for import and why they were rejected
(h) Modifications to rejected records will be processed during the next nightly run of the import utility
(i) The launch date and availability of the Licensed Software may be impacted if data in CUSTOMER's Data Source and other CUSTOMER information are not available and provided as specified herein.

C.3 Professional Development

(a) HAYES and CUSTOMER have mutually agreed upon a professional development strategy to effectively train all users on the Licensed Software.

(b) CUSTOMER will take delivery of all proposed professional development during normal business hours within one (1) year of the Effective Date (the "Professional Development Service Period", or "PDSP").

(c) CUSTOMER and HAYES will schedule professional development at mutually agreed upon times, and HAYES commits to make all reasonable efforts to respond to CUSTOMER's requests to schedule Professional Development services during the PDSP.

(d) Hayes has no obligation to deliver Professional Development services following the termination or expiration of the PDSP, nor to refund any fees (or portion thereof) with respect to any Professional Development services that were not scheduled and delivered during the PDSP.

(e) All professional development shall be conducted by HAYES-certified trainers.

(f) Onsite trainings may be converted to virtual training at the request of Hayes or the customer due to pandemic health concerns or travel restrictions.

(g) <u>Webcast Training</u>

(i) CUSTOMER and HAYES collaboratively determine a training date and time at least ten (10) business days in advance for any webcast training sessions, for the purposes of scheduling a trainer.

(ii) Webcast training sessions typically last two (2) hours. CUSTOMER and HAYES may mutually agree upon alternative length sessions.

(iii) CUSTOMER shall provide each participant access to a computer with an Internet connection and the ability to run web-based training software (ie. WebEx, Ilinq, GoToMeeting, etc.).

(iv) Training sessions are designed for up to 10 participants.

C.4 TIPWeb-RFID Software

(a) CUSTOMER has purchased a license to use TIPWeb-RFID software. In order for the license to be utilized, the CUSTOMER will also need to purchase one or more RFID Scanners from TURCK -U Grok It ("Grokker"). HAYES shall procure all RFID Scanners ordered by CUSTOMER.

(b) As part of the purchase price of the RFID Scanner, the CUSTOMER receives a one (1)-year Limited Warranty from U Grok It, Inc. (the "RFID Scanner Warranty"). The CUSTOMER shall process the necessary paperwork to activate the RFID Scanner Warranty associated with the serial number of RFID Scanner. HAYES shall provide the CUSTOMER the warranty email and contact phone number, the Purchase Order number for their respective RFID Scanner(s), and HAYES' Customer/Client number in order to help facilitate claims. This information will be included in the start-up box with the RFID Scanner.

(c) Regarding the RFID Scanner Warranty:

(i) CUSTOMER shall ship RFID Scanners needing repair to U Grok It via U Grok It's standard RMA process.
(ii) All repair work, and any associated costs, shall be exclusively between CUSTOMER and U Grok It.
(iii) The RFID Scanner Warranty applies to the RFID Scanner and ensures that the unit will be free from defects in material and in workmanship.
(iv) Not covered under the RFID Scanner Warranty are problems caused by physical damage, operator error, unauthorized alterations or attempted repair, direct lightning damage, or other natural or manmade disasters, including but not limited to:

a. Excessive dirt or contamination affecting performance
b. Spillage of liquids and other foreign substances on products
c. Unapproved modification of product
d. Disassembled product
e. Defacement of manufacturing labels
f. Scratched, contaminated, and/or damaged components
g. Loose or missing parts
h. Broken, cracked, disfigured, housings or triggers
i. Broken or cracked plastic parts (internal or external)
j. Damaged external cables
k. Batteries with insufficient capacity affecting performance
l. Use of abrasive cleaners or other unapproved cleaning materials
m. Improper use of product
n. Connection of product to an unapproved host device
o. Connection of product to unapproved power source or faulty electrical power
p. Product that has been opened/ serviced by unauthorized personnel
q. Charred or melted product and/or parts
r. Product exposed to environments beyond specification
s. Products exposed to natural disaster
t. Use of parts or accessories not approved or supplied by U Grok It
u. Repairs necessitated due to the use of non-certified batteries or accessories

(v) Additional information on the RFID Scanner Warranty can be found at: *Warranties@turck.com*. *763.553.7300 or 763.553.7486* Masa.Bailey@turck.com

EXHIBIT D: HOSTING & WEB BROWSER SPECIFICATIONS

(a) The Licensed Software shall be available through a URL provided by Hayes.

(b) Client Computer Platform and Browser Specifications

(i) The current version of the Licensed Software requires the following minimum platform specifications:

- 1 GHz processor
- 8 GB RAM
- Microsoft Windows 10, or
- Mac (OS 11 and OSX) Operating System

(ii) Browser Specifications: For optimal performance, HAYES recommends the use the latest version of Google Chrome or Mozilla Firefox and/or the browser platform recommendations for optimal performance.

- Chrome 86+
- Firefox 82+
- Edge 96+
- Safari 14+

EXHIBIT E: COST, PAYMENT SCHEDULE AND TERMS, AND OTHER FEES

(a) Quote associated with this Agreement:

Date: **4/15/2021**
Quote #: 060: Valid for 60 days from the above date.

Project Quote for: **GetHelp/TIPWeb-IT Combo**

HAYES Software Systems

Hosted by: Hayes Software Systems
Confidential Information from Hayes Software Systems
Idea Public Schools (FL)
401 S. 1st Street Donna, TX 78537
956-377-8000 email

Attention: Elliott Nguyen

Qty/Hours	Part Number	Description of Products and Services	Unit Price			Total
		TIPWeb-IT/TIPWeb-IM Bundle (Includes RFID)				
1.00	S-GHIT-SM-1.45	TIPWeb-IT/TIPWeb-IM Bundled Software Package (unlimited assets, technicians, users, and reporting)	$5,000.00			$5,000.00
		TOTAL LICENSES				**$5,000.00**
		Implementation				
1.00	P-SIS-SMALL	SIS Integration	$1,500.00			$1,500.00
		TOTAL IMPLEMENTATION				**$1,500.00**
					Retail Value	**$6,500.00**
					Subtotal	**$6,500.00**
					Tax	
					Shipping	
					Total	**$6,500.00**

Notes:
First year of Annual Maintenance on software is included in the License price. See chart below for payment schedule.
Maintenance includes all available upgrades to software licenses plus toll-free telephone support.
HR/Staff Integration can be added at a cost of $1,575 in year one and $551.25 in ongoing/year 2+ support costs.
Pricing for 0-2,000 students = $5,000 in software costs. That increases to $7,500 for 2,000-4,000 students.

Part Number	Product	Contract year 1 (Upon Contract Execution)	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
			Annual Maintenance, Updates, and Support			
	First Year of Software, Services, and Hardware	$6,500.00				
S-ITIM-MAINT	**TIPWeb-IT/TIPWeb-IM combo total**		$5,000.00	$5,000.00	$5,000.00	$5,000.00
	SIS / SSO Integration Maintenance		$1,225.00	$1,225.00	$1,225.00	$1,225.00
	discount %		50%	50%	50%	50%
P-INT-YEARLY	**Other Maintenance Total**		$612.50	$612.50	$612.50	$612.50
	Yearly Total	$6,500.00	$5,612.50	$5,612.50	$5,612.50	$5,612.50

Signature: _____

Print Name: **Chuck Mancuso, National Account Manager**

(b) Schedule of Payments:

Payment Due Date	Description of Payment	Payment Amount
Upon Contract Execution	Software, Hardware, Labels, Professional Development Updates and Technical Support	$6,500.00*
Contract Anniversary, Year 2	Updates and Technical Support	$5,612.50*
Contract Anniversary, Year 3	Updates and Technical Support	$5,612.50*
Contract Anniversary, Year 4	Updates and Technical Support	$5,612.50*
Contract Anniversary, Year 5	Updates and Technical Support	$5,612.50*

***All quotes/invoices will be split evenly into two quotes for IDEA Victory School and IDEA Hope School.**

(c) Optional Fees:

Product/Service	Description	Fee
Contract Extension	CUSTOMER may opt to renew its Grant of License to the Licensed Software and technical support. To avoid a gap in service, the contract will automatically renew on a year-by-year basis. This rate can change at contract renewal dates (after initial Term) subject to HAYES sole discretion.	$5,612.50 **/yr***

Custom Programming	Custom design/modification of the Licensed Software	**$175.00/hour**
Data Conversion	Data Conversion above and beyond the proposed estimate	**$175.00/hour**
On-Site Professional Development	Training and training services performed at client's location	**$ 2,600.00 /day**
On-Site Consulting	Other services provided at client's location	**Variable, based on service provided**

Any services shall be agreed to in advance between HAYES and CUSTOMER, and shall be paid upon invoicing. Such invoicing may periodically be in advance of the services actually rendered.

If CUSTOMER requests any other service(s) not addressed in this Agreement, after mutual agreement in writing as to the scope of and cost for additional services, CUSTOMER shall pay to HAYES the fees for such services, which generally shall be based upon HAYES' then current hourly and daily service rates.

Pricing assumes district-wide software use. Pricing for individual schools or the district office can't be derived from the pricing table Quote in Exhibit E (a).

HAYES reserves the right to change HAYES' services rates (that aren't already contracted) on thirty (30) days prior written notice. HAYES will maintain reasonable service rates.

EXHIBIT F: CONTACT INFORMATION

CUSTOMER designates, as of the effective date of this contract, the following important contact information. Changes to this information can be submitted to HAYES at any time via telephone, fax, or email.

HAYES will not sell or share the information in this Exhibit with any third party except where CUSTOMER has requested products or services that would require this information to be shared with the third party providing the requested product or service.

Primary Address: Site Name: _____ Address: _____ _____ City, ST ZIP: _____ **Phone, fax**: _____	"Site Name" can be a specific building such as "Administration Office". This is CUSTOMER's primary location.
Contract Coordinator: Name & Title: _____ Address: _____ _____ City, ST ZIP: _____ **Phone, Email**: _____	□ Check if address is the same as the Primary Address
Billing Contact: Name & Title: _____ Address: _____ _____ City, ST ZIP: _____ **Phone, Email**: _____	□ Check if address is the same as the Primary Address

EXHIBIT G: TAX EXEMPTION CERTIFICATE

In order for HAYES not to charge Sales and Use Tax on products and services sold to CUSTOMER, CUSTOMER must submit an applicable Sales and Use Tax Exemption Certificate. (Texas Version shown below).

01-339 (Back)
(Rev.7-10/7)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

_____

_____

_____

Purchaser claims this exemption for the following reason:

_____

_____

_____

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶ Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

IDEA Florida
Board Consent Item L
April 23, 2021

Subject: Lease Agreement: Cannon Image Press Color Copier

Proposed Board Action: For Approval

Executive Summary:

This 3 year lease agreement is for a Cannon ImagePress Lite C165 color copier for IDEA Hope. The monthly lease price is $473.10, for a three year total cost of $15,699.60. IDEA schools in other regions have had success with Canon machines and have been satisfied with quality of product and service. IDEA Public Schools was approved for NASPO (National Association of State Procurement Officials pricing as a Florida Public School.

Supporting Documentation: Contract Request form and Configuration and Pricing

Presenter: Naomi Marsh, Assistant Principal of Operations

IDEA Hope Configuration and Pricing

Item Code for Mainframe and Accessories	Equipment Configuration and Accessories	
3831C002AB	ImagePRESS Lite C165	301.97
3235C001AA	Staple Finisher-AC1	56.25
0163C016AA	POD Deck Lite-C1	83.93
0126C001AA	2/3 Hole Punch Unit-A1	15.95
0166C007CA	Super G3 Fax Board-AS2	15.00
		$473.10 Monthly Total

Maintenance Pricing Plan

Color Zero Based- .045

B/W Zero Based- .007

Lease term: 36 months ($17,031.60)

Lease type: Fair Market Value (FMV)

+ImageNet Consulting

Sam Williams | *Sales Consultant – Tampa, FL* ***"Pressure is a Privilege"***
Address | 5014 Tampa W Blvd, Tampa, FL 33634
Office |813.514.8516 **Cell** | 240.997.6405 **Email** | swilliams2@imagenet.com

Canon 2020 ADVANCED PARTNER Elite Status
2020 BLI BUYERS LAB LINE OF THE YEAR
ASTORS 2020 SILVER AWARD WINNER
BLI BUYERS LAB 2021 PICK

imagePRESS Lite C165

Product Description

Space And Power Requirements

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	mm	mm	mm		
imagePRESS Lite C165	689	941	1220		
Booklet Finisher-W1 PRO	800	792	1239	Yes	
POD Deck Lite-C1	633	686	574	Yes	
Puncher Unit-BS1(2/3H)	-	-	-	None	
Super G3 FAX Board-AS2	-	-	-	None	
Total	2273	941	1239		

NASPO ValuePoint
PARTICIPATING ADDENDUM

COPIERS AND MANAGED PRINT SERVICES
Led by the State of **Colorado**

Master Agreement #: **140595**

Contractor: **Canon U.S.A., Inc.**

Participating State: Florida, Agreement No. 44000000-NASPO-19-ACS

1. **Scope:** This Addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies and other entities located in the State of Florida and authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Officer.

2. **Order of Precedence:**
   - **a)** This Participating Addendum and all Amendments;
   - **b)** State of Florida Additional Special Contract Conditions;
   - **c)** State of Florida Special Contract Conditions;
   - **d)** NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
   - **e)** An Order issued against the Master Agreement;
   - **f)** The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
   - **g)** The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
   - **h)** The Contractor's Supplemental Documents, including all Attachments.

3. **Term of the Master Agreement:**
   - **a) Initial Term:** The initial term of this Participating Addendum will become effective on the last date the document is signed by all Parties, whichever is later, and shall be effective through December 31, 2021, unless terminated earlier, in accordance with the Special Contract Conditions.
   - **b) Renewal:** Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same term, conditions, and modifications set forth in this Participating Addendum. The Contractor and Purchasing Entities may negotiate renewal term pricing, which shall not exceed the pricing provided during the initial term as set forth in the Master Agreement.

4. **Product Offerings:** The Contractor is authorized to provide Products listed below:
   - **Group A – MFD, A3**
   - **Group B – MFD, A4**
   - **Group C – Production Equipment**
   - **Group D – Single-function Printers**
   - **Group E – Large/Wide Format Equipment**
   - **Group F – Scanners**

- **Managed Print Services (MPS)**
- **Software**

5. **Service Offerings:** The Contractor is authorized to provide Services listed below:

- **Managed Print Services – Exhibit C (Sample MPS Statement of Work)**, of the Master Agreement, provides a framework for any ensuing MPS engagement. Prior to any commencement, all MPS engagements must be agreed to and signed by both Customer and Contractor.
- **Maintenance Agreements:**
  - Automatic renewals are not permitted under the Master Agreement.
  - Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet.
  - **Manual Meter Reads** - As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades.
  - **Customer-Owned Equipment** - Customers may elect to enter into a Maintenance Agreement for Equipment they already own, or Equipment they acquire through an up-front purchase. The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included. The Maintenance Agreement shall not be subject to automatic renewals.
  - **Lease or Rental Equipment** - Contractor shall be required to provide a Maintenance Agreement on all Equipment that is leased or rented by a Customer. The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the State of Florida. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to its contractual relationship with the Contractor under the Terms and Conditions of the State of Colorado NASPO ValuePoint Master Agreement.

[____] No changes to the terms and conditions of the Master Agreement are required.

[_X_] The following changes are modifying or supplementing the Master Agreement terms and conditions:

Exhibit A – Additional Special Contract Conditions
Exhibit B – Special Contract Conditions

6. **Master Price Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140595**

7. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Dave Rothauser
Address	One Canon Park, Melville, NY 11747
Telephone	631.330.5443
E-mail	isgbidadmin@cusa.canon.com

Participating Entity

Name	Christia Nunnery
Address	4050 Esplanade Way, Tallahassee, FL 32399-0950
Telephone	850.488.8367
E-mail	Christia.Nunnery@dms.myflorida.com

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Florida	Contractor: Canon U.S.A., Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

DocuSign Envelope ID: 67A1D335-B3FB-4546-B9A4-7B14750858A3

Exhibit A – Additional Special Contract Conditions
Exhibit B – Special Contract Conditions

6. **Master Price Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140595**

7. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Dave Rothauser
Address	One Canon Park, Melville, NY 11747
Telephone	631.330.5443
E-mail	isgbidadmin@cusa.canon.com

Participating Entity

Name	Christia Nunnery
Address	4050 Esplanade Way, Tallahassee, FL 32399-0950
Telephone	850.488.8367
E-mail	Christia.Nunnery@dms.myflorida.com

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Florida	Contractor: Canon U.S.A., Inc.
By: DocuSigned by: Tami Fillyaw 991459A211104A3...	By:
Name: Tami Fillyaw	Name: Shinichi Yoshida
Title: Chief of Staff	Title: Executive Vice President & G.M., BICG
Date: 3/18/2020 | 1:07 PM EDT	Date: 3/11/2020

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[**Please email fully executed PDF copy of this document to PA@naspovaluepoint.org, to support documentation of participation, and to post in appropriate data bases**]

ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit A

The following changes are modifying or supplementing the Master Agreement terms and conditions. (These modifications or additions apply only to actions and relationships within the Participating Addendum.)

Upon execution of the Participating Addendum, Customers may purchase products and services under contract using the State of Florida Alternate Contract Source Number 44000000-NASPO-19-ACS.

Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this document.

A. Contractor acknowledges that Participating State is an agency of the State of Florida and mandated by the State of Florida that every contract must include the list of terms and conditions stated in the Additional Special Contract Conditions and Special Contract Conditions.

    a. Vendor Registration: In order to complete any transaction between an Individual Customer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace.

    b. Purchases: In order to procure products and services hereunder, Customers shall issue purchase orders or use a purchasing card which shall reference Florida Alternate Contract Source Number 44000000-NASPO-19-ACS. Customers are responsible for reviewing the terms and conditions of this PA including all Exhibits.

    c. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this PA, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.

    d. The State of Florida's performance and obligation to pay under this PA is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

B. Product Offerings: The Contractor is authorized to provide Products as referenced in Section 4 of the State of Florida Participating Addenda. Any Product Offerings not listed are not approved.

C. Service Offerings: The Contractor is authorized to provide Services as referenced in Section 5 of the State of Florida Participating Addenda.

D. Employment Eligibility Verification: The language of Subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.

E. Price List/Preferred Price: The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Customers wherever possible.

F. Orders: Any Order placed by a Customer for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale under and governed by the terms and conditions of the Participating Addendum. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, and signed by both parties.

G. Contractor must be able to accept purchase orders via fax, e-mail, or the MyFloridaMarketPlace (MFMP).

H. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

   a. EDI (Electronic Data Interchange)
      This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

   b. PO Flip via AN
      The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

   For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

   The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

I. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Customer.

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Customer will not be considered inaccurate.

The Customer shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

J. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:

Interactive White boards;
Computers, monitors, or other related items;
Fax machines;
Overhead Projectors; and
Cameras.

NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Customer as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

K. Software: Customers that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Customers shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or Customer.

L. Contract Reporting: The Contractor shall report information on orders received from Customers associated with this PA.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Contract Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

<u>No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.</u>

a. Contract Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

   Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

   Quarter 1 - (July-September) – due 15 calendar days after close of the period
   Quarter 2 - (October-December) – due 15 calendar days after close of the period
   Quarter 3 - (January-March) – due 15 calendar days after close of the period
   Quarter 4 - (April-June) – due 15 calendar days after close of the period

   Quarterly Reporting periods should coincide with the PA term and begin the quarter following PA execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at FL DMS Quarterly Sales Report Form. The report will include all sales (orders) from Customers received (associated with this PA) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this PA may be terminated for convenience or the Department may choose to not renew the PA.

   In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

b. MFMP Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

M. Ad hoc Reports: The Department reserves the right to require additional reports or information pertaining to this PA and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.

N. Financial Consequences: The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the PA. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15th calendar day after close of a quarter.	100%	Quarterly	$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 15th calendar day after close of the period.	100%	Monthly	$100

O. Financial Consequences for Non-Performance: If the Department determines that the Contractor has failed in any quarter to meet requirements of the Service Level Agreement for two or more standards, the Department may assess the Contractor a fee in accordance with the Service Level Agreement table incorporated herein.

These consequences of non-performance shall not be considered penalties.

P. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Participating State will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State's additional concerns at the meeting. At minimum, the parties shall meet to discuss:

a. Program compliance
b. Program trending review
c. Savings report: Hard dollar and soft dollar
d. Spend report
e. Subcontractor and contingent staff performance
f. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and PA termination.

Q. Certification of Drug-Free Workplace: In executing this PA, Contractor certifies that it has implemented a drug-free workforce program.

R. Resellers/Partners: The Contractor may use resellers/partners in order to provide equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractors resellers/partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum. If a reseller/partner is authorized to conduct

business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

S. Lease Early Termination Charges: Except in the case of Non-appropriation of funds Straight Leases shall be subject to an early termination charge and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

T. The following sections replace and supersede the corresponding sections of the Special Contract Conditions, Exhibit B:

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and reasonable attorney's fees, arising from or relating to any third party claims that the equipment and/or products leased or purchased under this agreement ("Products")

violate or infringe a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. Notwithstanding the foregoing, Contractor shall have no liability for any claims which are attributable to: (a) any modification or alteration of the Products made by any party other than Contractor; or (b) any combination of the Products with or any use of the Products with other products, parts, accessories or consumables manufactured by any party other than Contractor; or (c) specifications, designs, standards or instructions provided to Contractor by Customer; or (d) any other cause or reason not attributable to Contractor The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting As a condition of this indemnification, the Customer may will provide the Contractor (1) prompt written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. Notwithstanding any other provision of the Contract, Contractor's total liability to the State arising out of this Contract or the products or services provided thereunder, regardless of the legal theory upon which such liability may be based, shall not exceed the greater of $250,000 or in the aggregate one and one-half (1.5) times the total payments made by the State to Contractor for the products or services in question in the twelve (12) months immediately preceding the first occurrence of the event giving rise to such liability.

9 Data Security.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department without undue delay. "Security breach" for purposes of this section will refer

to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Department acknowledges the Contractor's need to maintain Contractor's ISO 27001 certification or comparable security certifications and clearances. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in Section N of the Additional Special Contract conditions will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Department acknowledges the Contractor's need to maintain Contractor's ISO 27001 certification or comparable certifications or clearances. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency 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 Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.