(ATTACHMENT 19) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this day of August 1, 2021, by and between **Edgenuity Inc.** ("Contractor") and Milwaukee Board of School Directors ("MPS")

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks

Contractor shall supply Technology Solutions Product and Services in accordance to Contractor's Exhibit A and B attached

Contractor shall provide, at its own expense, all personnel, supplies, and equipment required to perform the services under this Contract

2. TERM

This Contract shall be in effect from **August 1, 2021 until July 31, 2022** The parties agree this contract can be extended for an additional one (1) year renewal, upon written mutual agreement of the parties at least 60 days prior to the termation of this Contract.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed **$3,870,000.00**.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered, to withhold payment until services are fully and adequately delivered, or to disallow a pro rata share of payments for services not fully and adequately delivered

Milwaukee Public Schools does not pay in advance for services Contractor shall invoice MPS once students are enrolled and usage accessibility has began, pursuant to the unit cost as outline in Exhibit B No payment shall be made until a properly submitted invoice is approved Invoices shall be submitted to

> Milwaukee Public Schools
> ATTN Matthew Boswell
> 5225 W Vliet Street
> Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates in which enrollment began, quanity of enrollment, and description of product/service pursuant to Exhibit B As a matter of practice, MPS attempts to pay all invoices in 30 days It is mutually agreed that State Prompt pay law does not apply to this Contract

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract

5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, martial or parental status, sexual orientation, disability, or socio-economic status This prohibition includes but is not limited to employment;

promotions, demotions and transfers, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials MPS may also deem the Contractor ineligible to participate in future contracts with MPS

6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract

7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee k12 wi us), all completed background checks Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS· failure to perform background checks as outlined in this Section 7, failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check, and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions

The minimum limits of insurance required of the Contractor by MPS shall be.

Workers' Compensation	Statutory Limits
Employers' Liability	$100,000 per occurrence
General Liability	$1,000,000 per occurrence/$2,000,000 aggregate
Auto Liability	$1,000,000 per occurrence
Umbrella (excess) Liability	$1,000,000 per occurrence

2

(ATTACHMENT 19) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

9. SHIPPING /TAXES
If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid This means any freight, shipping, processing, handling or like charges must be part of a unit price Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order All return freight charges associated with the rejected materials shall be borne by the vendor

10. IRREPARABLE HARM
It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

11. TERMINATION BY CONTRACTOR
Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage

12. TERMINATION BY MPS - BREACH BY CONTRACTOR
If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13. TERMINATION BY MPS
MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract

14. INDEPENDENT CONTRACTOR
Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract

(ATTACHMENT 19) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract

15. ASSIGNMENT LIMITATION
This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns, provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other

16. PROHIBITED PRACTICES
A   Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest

B   Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of $25 00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS "

C.   No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee

D   No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee

E   If the Contract is for apparel for $5,000 00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers Contractor is required to include a similar provision in all subcontracts to this Contract

17. LIVING WAGE REQUIREMENT
Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3 09(17), which requires that employees be paid a "living wage "

18. NOTICES
Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

19. WAIVER
The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract

20. INTEGRATION / SEVERABILITY
This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

21. CHOICE OF LAW & FORUM
The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin

22. TIMING
Time is of the essence in this Contract

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION
Contractor certifies that neither Contractor or its principals, its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689 Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA")

24. FORCE MAJEURE
MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence)

25. STUDENT DATA
Contractor acknowledges that student data is protected by both federal and state law *See* Wis. Stat § 118 125, 20 U S C § 1232g(b), 34 C F R § 99.1 *et seq* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

26. NON-DISCLOSURE
Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not. (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure, or (2) disclose, publish, or disseminate any information developed for MPS under this Contract Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby For purposes of this Contract, "derivatives" shall mean. (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted, and (ii) for patentable or patented material, any improvement thereon

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract

27. MPS LOGO/PUBLICITY
No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach

28. ORDER OF PRIORITY

(ATTACHMENT 19) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict

29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis Stat § 19.21, *et seq* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0% The student engagement requirement of this Contract is 900 hours per 12-month term The Career Education requirement for this Contract is 20 hours per 12-month term Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written

CONTRACTOR (Vendor #·)   **MILWAUKEE BOARD OF SCHOOL DIRECTORS**

By _____   By _____
   Authorized Representative   *Martha Kreitzman*
                                                     Chief Financial Officer

Date. _____   Date _____

Edgenuity Inc
8860 W Chaparral Road, Suite 100
Scottsdale, AZ 85250   By. _____
(586) 634-5626   *Keith P Posley, Ed D ,*
                                                     Superintendent of Schools

Approve by Edgenuity Legal _____

                                                 Date _____

SSN / FEIN.

Budget Code ITS-0-I-7S2-DW-ECTS   By _____
                                                    Robert E Peterson
                                                    Milwaukee Board of School Directors

                                                 Date· _____

Reviewed by MPS Risk Management·

(ATTACHMENT 19) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

By _____   Date. _____

(ATTACHMENT 19) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

ATTACHEMNT A [Insert Proposal Plan]

ATTACHEMTN B [Insert Quote]

ATTACHMENT C [Insert Edgenuity Standard Terms and Conditions]

Attachment A

Edgenuity
where learning clicks

Contract Requisition Number: CR052818
Contract Number: C030054
Vendor Number: V021240

EXHIBIT A

PROPOSAL FOR
MILWAUKEE PUBLIC SCHOOLS
2021-22 School Year

Aimee Burley
Account Executive
218-821-0199
Aimee.Burley@edgenuity.com

TABLE OF CONTENTS

INTRODUCTION

Edgenuity's Instructional Services promotes and provides students the opportunity to **take ownership of their learning.** Districts may partner with Edgenuity to license our comprehensive curriculum, learning management systems, and student information system for use by district administrators, teachers, and students. As an alternative, districts can license Edgenuity's content and systems along with our certified teachers to support all or some of your virtual courses. Rigorous curriculum and instructional supports enable students to build their academic success. Students can work at their own pace, with supports that proactively instruct, mentor, coach, motivate, engage, and more. Regardless of the selected program, implementation is supported by Edgenuity. The graphic below identifies our Instructional Services support structure.

Edgenuity® Instructional Services

Multiple layers of support for effective online learning
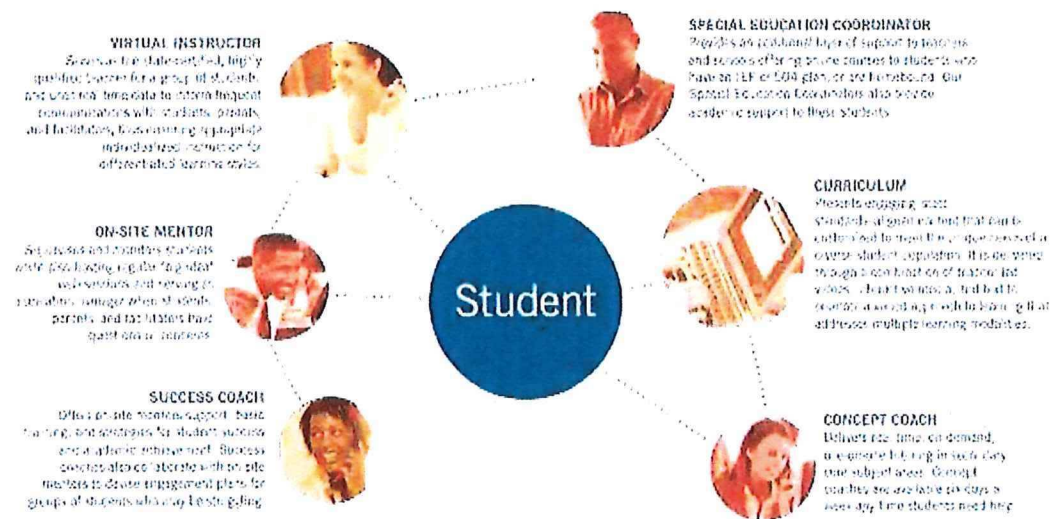
Research underscores the importance of promoting student ownership over learning – the capacity to monitor, evaluate, and control thinking while completing new tasks – in personalized learning environments.[1] By providing extensive modeling, coaching, scaffolding, and problem solving, technology offers learners richer opportunities to build metacognitive skills.[2]

Our Virtual Services include online **highly qualified,** instructors and **on-demand** concept coaches for all students for core subject areas for grades 3-5. Instructors and Concept Coaches provide consistent **academic support** with multiple opportunities for student intervention, enrichment, and application of the subject matter. Edgenuity's virtual instruction takes place in an interactive environment in which the teacher and student are separated by time, space, or both.

Within the program, course enrichment and application with class meetings, one-on-one instructor meetings, and **proactive outreach** are provided by course instructors. Instructors also grade applicable course assignments and projects and provide feedback to students. Edgenuity requires the teacher provide prompt feedback, communicate high expectations and respect diverse talents and learning styles. Concept Coaches provide on-demand concept demonstrations for students with questions using **interactive technology** tools including white boards and live chat.

Teachers and the students academic support team provide **instructional support** and any needed intervention and remediation; students have **direct communication** and ongoing interaction with the virtual instructors and coach (as needed) throughout all courses. Communications and interactions include chat, email, whiteboard sessions, group classes, and one-on-one sessions. Each virtual instructor has office hours and additional established communication hours/methods, so students can participate in live group or one-on-one sessions with the instructor as needed

PARNTERSHIP EXPECTATIONS

As an Edgenuity partner, you are involved in the academic progress and decision making regarding your students. Edgenuity provides instruction, content, and grading for students. However, because students remain Milwaukee Public Schools students, you are responsible for monitoring student progress, guiding course selections, and being a liaison between Edgenuity, the student, the parents/guardians, and your district. Below is a list of roles and responsibilities.

Note: The Admin and the Mentor may sometimes be the same person.

The Partner Admin is Responsible for the Following Items:

1. Complete the Edgenuity Partnership Training and Implementation Planning Meeting.

2. Provide student information and enroll students in the Edgenuity Portal. If an Edgenuity SIS Portal integration is configured, students will be automatically entered into the system. But, it is the responsibility of the district to ensure this information remains accurate and up to date.

3. Monitor program progress, pace, and overall program success.

4. Communicate directly with parents of students on all school related issues including but not limited to test results, course assignments, graduation requirements, lesson plans, completion of daily course work, student habits, attendance, etc.

5. Communicate with your Edgenuity contact for requests or programmatic/academic items that need escalation.

6. Coordinate placement of all students and communicate needed changes to Edgenuity contact.

7. Oversee associated Mentors who monitor student progress.

The Partner Mentor(s) are Responsible for the Following Items:

1. Complete the Edgenuity Partnership training and Implementation Planning or a modified training (can be provided by Edgenuity contact when needed.)

2. Communicate directly with parents.

3. Monitor students' progress and pace, escalate concerns to the Partner Admin, Edgenuity Virtual Teachers, or Supervisors as needed.

4. Supervise students' work (proctoring tests, monitoring daily work, etc.)

5. Please see the diagram to the right for an estimate of time to dedicate to online learning and student monitoring.

RECOMMENDED MENTOR CASE LOAD	
# of Students	Hours per week
40-90	10-15 hrs/week
91-120	15-20 hrs/week
121-150	21-25 hrs/week
151-200	26-33 hrs/week
201-225	34-40 hrs/full time

Learning Coach:

A Learning Coach is a parent, family member, or another adult that facilitates and supports the student through the courses.

The role of the Learning Coach is to:
1. Guide the student through the lessons as needed.

2. Discuss the concepts being taught.

3. Explain and check for understanding of the directions.

4. Assist with interactive tools and games.

5. Help facilitate hands-on learning that may be required in the course.

6. Keep the student on schedule and on pace.

7. Ensure all components of the course are being done with fidelity (independent reading, novel studies, practice activities, etc.)

8. Communicate with the teacher and the district as needed.

The following video can be shared with families regarding the role of the Learning Coach:
- Learning Coach (Parent) Overview Video

Additional Learning Coach Resources
1. My Role as a Learning Coach
2. Designing a Productive Learning Space
3. Communicating with the Teacher
4. Completing and Turning in Assignments
5. How to Scan and Upload Documents for Assignment Submissions
6. Manage in Browser Audio Recording
7. Check Students Grades
8. Making Sure Your Student is on Pace
9. Learning Coach Guide K-3
10. Learning Coach Guide 4-5
11. Learning Coach How-To Videos

Students:

We are excited to support Milwaukee Public School's students on their academic journey.

Students need to be willing to utilize resources provided to them when they need help. These resources include the following:

1. Help Page within the Edgenuity LMS

2. External Links Tab in the Edgenuity Portal

3   Teacher Communication
    a   Email
    b. Phone
    c. Text
    d. Virtual Office Hours

4. Edgenuity Concept Coaches (student support button located within the course)

Typing – Because Edgenuity requires students to type answers, students need to know how to type or be in the process of learning to type   It is expected that high school level students can type fluently.

Netiquette Internet/Email Etiquette - Students need to know the proper way to use the internet and write emails and messages.

Acceptable Use Policy

Edgenuity users are expected to abide by the rules of network etiquette   These include, but not limited to, the following·

1   Be polite

2. Use appropriate language

3. Abusive message and the use of vulgarities or other inappropriate language is not permitted

4. Take responsibility for any and all activity initiated by the students account

Use of Edgenuity must be in support of the education program in which the user is enrolled. Students could have their privileges revoked for any of the following reasons.

1   Impersonation of other users

2   Misrepresentation of self to others

3. Sending of hate or harassing email

4   Obtaining/modifying files or other data belonging to other users

5. Transferring or creating computer viruses

6. Loading or using unauthorized games, programs, and/or files

7   Illegal use of copyrighted software

8. Using the network to disrupt the work of others

The same standards of intellectual and academic honesty and plagiarism apply to electronic information as to other forms of published work

1   All internet sources used in student work need to be appropriately cited

2. Appropriate administrative sanctions may be imposed upon students who violate internet policies

3. Edgenuity cannot be held liable for any loss of data arising directly to indirectly from the failure of hardware, software, or from human error

NCAA Students

If Milwaukee Public Schools has NCAA student athletes that need to take courses for NCAA eligibility, please ensure that your Edgenuity contact is aware of this as soon as possible. There are specific guidelines and course requirements that we will want to ensure are adhered to on our side and the district side.

We have certain responsibilities for NCAA students per our NCAA approval that are different from other enrollments including the following:

1. NCAA students cannot take a course in credit recovery or prescriptive testing mode.

2. NCAA students cannot take more than one course in the same academic discipline at the same time
    a. (eg) Biology and Chemistry

3. NCAA cannot take courses that are sequential at the same time
    a. (eg) Algebra I and Algebra II or ELA 10 A and ELA 10 B

4. The shortest period of time a student is permitted to complete a course is 12 weeks and the longest is 20 weeks. No extensions are allowed

5. NCAA students will have the following course weights:
    a. Tests – 30%
    b. Quizzes – 25%
    c. Projects – 30%
    d. Lessons – 15%

6. NCAA students are expected to regularly communicate with their virtual instructors

Edgenuity's NCAA code is 850147

Required Materials for Courses

Edgenuity **does not** provide items listed on the required materials lists. Details can be found under the Curriculum Overview section. Please refer to this section for required materials.

Instructional Policies

The policies outlined below are default policies. If your district has needs different from the policies outlined, contact your Edgenuity team to include those needs on your district's Implementation Plan.

1. **Retake Policy**
    a. The teacher of record (TOR) sets their retake policy for their courses. Students should reach out directly to their TOR for questions related to retaking graded assignments. Students are automatically given one retake on quizzes, tests, and exams from the system. Additional retakes are added in by teacher policy or according to IEP/504 requirements.

*Note – Edgenuity Virtual Teachers are instructed to require students to review their lessons, notes, and attend tutoring before they are permitted additional retakes on assignments, quizzes, tests, and exams.

2. **Quiz/Test Unlock Requests**
   a. All tests and quizzes need to be completed in one sitting for students to be successful. Students are able to "Save and Exit" from their quizzes, tests, and exams if they are not finished in one session.

*Note – The previously viewed questions will be locked from the student view when they log back in to continue working. Students cannot view the quiz/test questions, click on "Save and Exit", then reopen the quiz to answer the questions. The questions they did not answer will be scored as a 0.

   b. The quizzes, tests, and exams have the following time limits. These can be adjusted if needed for IEP/504 Plans.
      i. Quizzes (10 questions) – 60 minutes
      ii. Tests (25 questions) – 120 minutes
      iii. Exams (50 questions) – 180 minutes

*Note – As a district, you can develop your own policy for unlock requests other than those above and inform your Edgenuity contact so it is documented in your Implementation Plan.

Key Performance Indicators

From your current enrollments screen, you can choose to have the "performance indicator" column included in your view. This is the same column that our teachers use with students to identify when a student needs intervention. If you need assistance in customizing your columns, please see the "How To" section of the Virtual School Resource Center.

Edgenuity teachers use the performance indicators to escalate communications and interventions with students. For specific details please see the section on **Multi-Tiered Systems of Support**.

Student Behaviors

1. **Inappropriate Student Behavior/Communication**
   a. If a student engages in inappropriate behavior/communications:
      i. Our teachers will contact the District Administrator and/or District Mentor with information on the behavior and any action/response that was taken by the teacher.

2. **Student Earning a Failing Grade**
   a. If a student's grade falls below 70% at any point in the course:
      i. The TOR contacts the student to create a plan for bringing up the grade. This occurs each week until the student has reached at least a passing score in the course.

   b. If a student has completed all assignments and earned an overall failing grade at or before the end date:
      i. The course will be completed after reaching out to the student/district to discuss opportunities to bring up their grade. If an extension, reinstatement, or new enrollment is required, the school will make the request.

3. **Student Not Completing 100% of the Course**
   a. A student who completes at least 80% of the course will be closed out at the end date set by the district as "COMPLETE". The Actual Grade is recorded as their score in the class.

      i Actual grade is the overall grade adjust for progress if a student is behind. This score doesn't assume zeros for uncompleted work; simply penalizes for falling behind. Assigning zeros could swing a grade dramatically depending on the weight of the uncompleted activities.

    b. A student who completes less than 80% of the course will be closed out at the end date as "INCOMPLETE". The Actual Grade is recorded as their score in the class

Note – The overall grade is the performance grade on work completed so far in the course A student who is behind pacing will have a lower actual grade than their overall grade because work that is overdue impacts the grade

Academic Integrity Policy

As we know, the internet can be an awesome resource While students can use the internet to facilitate learning, there are some student who do not use this resource appropriately Two main instances of academic integrity issues are plagiarism and cheating. Our definition and policy for academic integrity are outlined below. We recognize that many of our students are still learning what is and is not considered plagiarism and cheating Edgenuity Virtual Teachers implement this policy with the intent of educating students, so they can do better in the future.

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

Students are expected to conduct themselves in accordance with five fundamental values.

1. Honesty
2 Trust
3. Fairness
4. Respect
5. Responsibility

A student who adheres to high standards of academic integrity maintains that all work turned in is his or her own and is based on the knowledge and skills that he or she has acquired.

Academic Integrity Escalation Process: Students who are found violating policies regarding academic integrity, plagiarism, harassment, or inappropriate conduct will be subject to our formal Student Academic Escalation Policy which may include the following

1. **First Offense** – The student will be notified of the violation and will meet with the TOR to discuss the violation. The student will complete the Academic Integrity Video (enrolled in the video course located in the LMS entitled Academic Integrity). The offense will be documented on the student's Portal record The student may have an opportunity to resubmit work or an alternate assignment

2. **Second Offense·** A student found violating the academic integrity policy for a second offense will be cited a 2nd time and the following may be implemented at the discretion of the TOR

a. A formal letter may be sent to the parent, mentors, and administrators listed on the student's profile

b An essay or assignment related to the offense may receive a "0" or be substituted by an alternate assignment per the teacher's directive. Formal review and re-acknowledgements of all academic integrity policies

3. **Third Offense:** A student found violating for a 3rd or subsequent offense will receive a zero on the assignment(s) and be referred for disciplinary review at the discretion of Milwaukee Public Schools.

Note – Escalation is based on the severity of offense violation and subject to behavioral review

Definition of Plagiarism:

- The act of passing off the literary or academic work of another as your own (including ideas, thoughts, direct quotes, reports, essays, research papers, projects, publications, articles, etc)
- The act of intentionally or unintentionally copying and pasting literary or academic work from another sources or reference material properly citing the source as a reference (including journals, newspaper articles, internet sources, magazines, etc.)
- The act or attempt of reusing your own work that may have been previously submitted for another assignment or course

Definition of Cheating:
- The act of giving or receiving answers on assessments including lessons, projects, quizzes, tests, or final exams
- The act of allowing someone else to complete a quiz or test on your behalf in courses that you are enrolled in.
- The act of seeking or providing (publishing) Edgenuity curriculum content, questions, or answers to internet sources or answer banks
- The act of using materials during closed book assessments (including lessons, notes, the internet, text books, etc)
- The act of copying answers that have been previously submitted by another student.
- The act of working with another student to complete an assignment, test, quiz, or project (including working side by side, accessing another student's work by logging in as them, and/or printing complete materials to share.

Usage Policy

End Dates – Students will be closed out within three days of their listed end date that has been set by the districts. Many teachers will close the student out the day after the end date   Students have access to the course materials until the Teacher of Record (TOR) closes out the class. Please keep in mind when setting end dates for students that teachers often need time after the end date to grade submitted work, especially in cases where students submit large numbers of assignments the last few days of the course

To provide our teachers time to provide quality grading of assignments, please provide 3-4 business day buffer from the end date to when you are required to submit final grades.

Extensions – Each semester enrollment is available for up to <u>18 weeks</u> and may include a *2-week* <u>extension if needed</u> You may choose a start/end date that is less than 20 weeks to better match your district's calendar. If a student is approaching their end date and you would like to give them more time to complete courses, you can ask for an additional extension from your Account Executive.

Please note that an additional charge may occur for students past 20 weeks for a semester course and past 11 weeks for a summer school course enrollment.

*Note – To ensure that your student isn't dropped from courses due to not completing by the end date, please extend courses or speak to your Edgenuity contact prior to the scheduled end date

Dropping Courses – You may drop courses at any time. A drop must be done by the District Mentor. Edgenuity staff is unable to drop a course from a student's schedule The Drop/Grace is used for students who are dropped within the time frame to not incur a charge. This is used when the student has the wrong course assigned or perhaps needs to change due to a schedule requirement **The Drop/Grace period is** <u>2 weeks (14 Calendar Days)</u>. All other drops must use the appropriate code – Drop or Incomplete.

Student Withdrawal

*Note – The is not available for all user permissions Generally only District Administrators have the permission to Withdraw a student Contact your Instructional Services Team with questions

This action is taken when the student is no longer enrolled in the Milwaukee Public Schools Virtual Program and will not be completing any courses Student Withdrawal may be driven by SIS Integration, so please reach out to your Edgenuity contact with questions. This will be determined with the set up of your integration if it will be done manually or as part of the integration.

EDGENUITY INSTRUCTIONAL SERVICES TECHNOLOGY REQUIREMENTS

Please visit this link to see the most up to date technology requirements and installation guides -
https://www.edgenuity.com/support/technical-requirements/

Edgenuity's customizable Portal provides the essential tools for supporting students, teachers, and school personnel offering online courses and online learning solutions. Edgenuity's SIS Portal includes features to assist with student and course registration, teacher section management, teacher-to-student and student-to-teacher communication tools, communication tracking, and individual and over performance monitoring of students, classes, teachers, schools, and districts.

Working with Edgenuity's Operations Team, MPS can leverage automatic processes such as nightly imports of students and enrollments, set enrollment caps on the number per section, for a teacher, or the program overall, documentation of all communication, and performance monitoring.

EDEGENUITY INSTRUCTIONAL SERVICES – STUDENTS SUPPORTS

State Certified Instructors

Edgenuity's instructors are highly qualified and appropriately certified. Virtual instructors possess a valid teaching license and applicable state certifications. We employ experienced educators committed to working with an innovative, diverse, and dynamic team of people and are committed to driving positive academic outcomes for students and educators.

Virtual instructors hold a bachelor's degree (at minimum) in education or related field and meet all federal guidelines for highly effective teachers. All instructors are highly trained in online teaching and possess at least one state-issued current and valid teaching license as well any applicable endorsements. Supervisory staff conduct regular evaluations, and instructors participate in ongoing professional learning as applicable. Edgenuity adheres to federally recommended guidelines to ensure we are consistently staffed with teachers who meet state and credentialing guidelines. Teachers are regularly evaluated and must continually demonstrate competency in online instruction and learning technologies.

Concept Coaching

Expert tutors are available for core subject areas for 3rd – 12th grade. On-demand during hours listed below through chat tools, and interactive whiteboards. When interacting with a Concept Coach, students will receive real-time, one-on-one tutoring support which includes guidance and support needed to understand what they are learning so that they can move forward without struggling.

<div align="center">

Monday - Friday: 7:00 am to 9:00 pm CT

Saturday: 8:00 am to 6:30 pm CT

Sunday: 5:30 pm to 9:30 pm CT

</div>

Milwaukee Public Schools Dedicated Learning Coach On-Demand Hotline

Edgenuity will provide a dedicated Learning Coach Hotline for Milwaukee Public Schools and their families. The purpose of this resource is to provide a hotline for families, Learning Coaches, and District Mentor Teachers that they can reach out to in addition to the student's teacher if they need assistance with the platform and the content the students are accessing.

Milwaukee Public Schools Required Synchronous K-5 Sessions

One Session/Day where families with meet with their teacher to talk about the learning goals for the day, provide an opportunity to ask questions, and the identify any additional individual sessions based on schedule availability. Teachers may cover concepts in reading or math that may have been identified as something the group will need to cover together.

SEL Services

Edgenuity also offers optional social and emotional learning (SEL) courses/content for students in grades 6-12 to help learners develop productive attitudes and prosocial behavior. Students have access to social emotional courses as an elective option.

Family Support Page

Edgenuity offers parents and guardians helpful resources on the Edgenuity HELP for Families page. Here, families can view a Getting Started video for each of Edgenuity's LMS platforms, explore Edgenuity's student experience, peruse

relevant information flyers, and read articles designed to help families support students in virtual learning. Additionally, Edgenuity offers complimentary parent webinars that cover various topics, such as setting students up for success and explaining what to expect from Edgenuity instruction.

Edgenuity Case Manager

As an additional layer of support, Edgenuity's Instructional Services division provides specific SPED support personnel (Edgenuity Case Manager) for students, teachers, and schools implementing online courses to students who have an IEP, 504 Plan, or are homebound due to illness.

Edgenuity Case Managers assist schools with everything from intake to course customization to monitoring and reviewing performance and providing input on how IEPs may need to change. These individuals work directly with the Edgenuity virtual instructor, district SPED teacher of record, school district, and families to meet the needs of every student.

Additional Student Resources

1. K–5 Complete Student guide
2. Concept coach Flyer
3. SIS quick start guide
4. What is Edgenuity curriculum?
5. Who do I contact?
6. Student handbook

MULTI-TIERED SYSTEM OF INSTRUCTIONAL SUPPORTS

As a company of educators, Edgenuity recognizes no single intervention works for every student. To support the unique and diverse needs of every student, Edgenuity Instructional Services implements a Multi-Tiered System of Instructional Supports with four elements:

- High quality curriculum
- Data-based instruction
- A multi-tiered framework for instruction and intervention inclusive of academic engaged time
- Available professional development for administrators and teachers
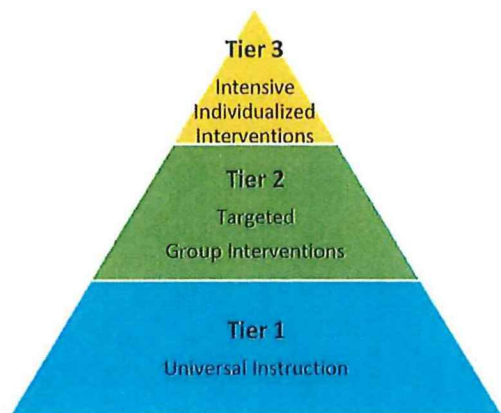
In the MTSS framework for instruction and intervention, teachers personalize learning to promote equitable access to high-quality curriculum to all students. Edgenuity teachers are trained to view an intervention as an additional instructional resource or support that is aligned to the needs of the student.

Using an intervention and escalation matrix to guide actions to support individual student needs, teachers can quickly implement actions to support academic needs in real time.

Resources and supports are designed to personalize learning and increase access points to help the learner achieve the greatest potential.

Tiered Supports for Elementary Students (K-5)

In the Edgenuity Elementary program, the teacher provides support for all courses to which the individual student is enrolled. As a result, the teacher can provide academic supports and cross-curricular intervention. In addition to the teacher, the Learning Coach plays a vital role in the academic support.

A Learning Coach is a parent, family member, or another adult that facilitates and supports the student through the courses. The role of the Learning Coach is outlined under the partnership expectations section of this document.

Tier 1: Universally, All Students Will Receive

1. Access to a student information system which displays progress and provides a secured platform to communicate with Edgenuity teachers.

2. Access to academic support from a highly qualified teacher.
   a. The teacher will:
      i. Act as a resource for student questions.
      ii. Monitor course activity and attendance.
      iii. Provide remediation and enrichment.
      iv. Grade activities and provide feedback.
      v. Intervene when students miss milestones.
      vi. Offer ongoing progress updates to students, families, and mentors.
      vii. Coordinate and communicate with school staff.
      viii. Support the goals of specialized learning plans (IEP, 504, EL)
      ix. Teacher support via phone, email, or via a web-conferencing tool which provides a whiteboard for interaction and engagement.

3   Intervention and escalation support in the areas of attendance, progress, pacing, and content mastery. Intervention begins with the student and escalates to the include communication to parent and school mentors

4.   Scheduled weekly synchronous support session with the student and learning coach

5   Regular review and discussion of reading level, math proficiency, and benchmark assessment data.

Tier 2: Implement Group Interventions

Teachers will use the intervention and escalation matrix to guide where, how, and to what extent students need support

Teacher can also apply progress themes from the mastery report to schedule group support via a web conferencing tool such as Blackboard Collaborate or Zoom.

After reviewing reading level and benchmark assessment data, teachers implement Tier 3 intervention to help students who are not meeting the standards

Indicator	Description	Criteria	Color Coding logic
SI	Minimal Most Student Success Plan Intervention for pacing and/or completion adjustments	Minimal progress < 0%	Always display this color
E	Oreintation tool	Low acuity / high risk rate / increasing %	Always display the color
M	Mastery	Unsafe grade / increasing and complete - 0%	May also show appropriate improvement
P	Proctored input	High risk rate	May display of a significant decline
W	Weekly - Graded and teacher option performance based intervention outreach	Client requested	Always display this color
RCO	Intensive Communication - teacher initiated communication based intervention to support student related communication	Client requested	Always display this color

Teachers will.
1   Meet with Learning Coaches and share observations

2   Schedule group sessions for remedial support

3.   Specify goals, which are targeted and specific for an identified timeframe

4   Document weekly progress

5   If the student does not meet the goals, Tier 3 intervention is recommended.

Tier 3: Teachers Provide More Intensive 1:1 Support

The teacher will work directly with the student to understand the challenges, identify and action based on course data, and collaborative discussion. For example, a teacher can·
1.   Customize courses by modifying content and instructions to support unique needs.

2.   Add supplemental content from our existing course catalog library (inserting lower level content based on gaps) or insert external resources and teacher created content.

3.   Schedule more 1·1 live, support sessions with the student and learning coach.

4   Modify grading thresholds, completion percentages, or activity types where academically appropriate, ethical and approved.

5.   Where necessary, escalate intense needs to the Edgenuity special education team for review and guidance

For example, a teacher notices a Kindergarten student displaying difficult in identifying letters and sounds with proficiency. The teacher will.

1 Delivered a letter and sound inventory assessment.

2. Customize content and instructions to support letters and sounds to which the student requires more support

3. Provide the learning coach with supplemental resources such as learning videos and activities to reinforce practice.

4 Repeat the assessment, continuing to customize content and reinforce read aloud activities.

5. Introduce books in Raz Kids based on gains in letter and sound proficiency.

Tiered Supports for Middle and High School Students (6-12)

Tier 1: Universally, All Students Will Receive:
1. Access to high quality curriculum

2. Access to a student information system which displays progress and provides a secured platform to communicate with Edgenuity teachers.

3. Access to academic support from a highly qualified teacher The teacher will.
   - Act as a resource for student questions
   - Monitor course activity and attendance.
   - Provide remediation and enrichment
   - Grade activities and provide feedback.
   - Intervene when students miss milestones.
   - Offer ongoing progress updates to students, families, and mentors.
     - o Coordinate and communicate with school staff.
     - o Support the goals of specialized learning plans (IEP, 504, EL)
     - o Teacher support via phone, text, email, or via a web-conferencing tool which provides a whiteboard for interaction and engagement.

4. Access to high quality academic tutors referred to as Concept Coaches.

5 Intervention and escalation support in the areas of attendance, progress, pacing, and content mastery. Intervention begins with the student and escalates to the include communication to parent and school mentors.

Tier 2: Implement Group Interventions

Teachers used the intervention and escalation feature in the guide where, how, and to what extent. Teacher can also apply progress themes from the lesson mastery report to schedule group support via a web conferencing tool such as Blackboard Collaborate or Zoom

For example, an ELA teacher notices a student is struggling with the structure of expository essays

Indicator	Description	Criteria	Color Coding Logic
SA	Strong Staff Student Success Plan intervention targeted out-of-the-need completion	Course Progress 75%	Always displays the color
E			
M			
P			
W		Fleld improved	Always displays the color
RCO	Responsive Communication Only Client requests teacher reduce communication to the need and just maintain to only respond to limited initiated communication.	Client requested	Always displays the color

The ELA teacher will.
1. Email and post information which simplifies the purpose and formatting of the essays

2. Post hours for support in a virtual session to demonstrate how to organize information and presentation

3. Review the guiding rubric.

4. Offer individual feedback on each essay via breakout rooms, phone calls, and through the course platform

Math and other teachers of core and electives will apply a similar strategy for group support in identified areas of struggle or need

Tier 3: Teachers Provide More Intensive 1:1 Support

The teacher will work directly with the student to understand the challenges, identify and action based on course data, and collaborative discussion For example, a teacher can:

1. Customize courses by modifying or inserting supplemental content to support unique needs

2. Enable and empower the use of additional accommodations such as text to speech, text translation, highlighter, and e-notes.

3 Modify grading thresholds, completion percentages, or activity types where academically appropriate, ethical, and approved.

4. Where necessary, escalate intense needs to the Edgenuity special education team for review and guidance

EDEGENUITY SUPPORT SERVICES – DISTRICT

Aimee Burley - Account Executive
☎ 218-821-0199
✉ aimee.burley@edgenuity.com
Schedule time in my calendar!

Van Gutenson – Strategic Account Manager
☎ 602-370-6081
✉ van.gutenson@edgenuity.com

Greg Bishop – Regional Sales Director
☎ 586-634-5626
✉ greg.bishop@edgenuity.com
Schedule time in my calendar!

Success Coaches and Regional Administrators

Your district will be assigned a Success Coach and/or Instructional Services Administrators. Their role is to develop and maintain relationships with School/District Virtual Program Mentors. They also provide support and guidance regarding student success and academic achievement, discuss data, and even give some suggestions on classroom management, motivation, and more! As your implementation progresses, this team will include others on the Success Coach team as well as the following leadership.

Kristin Schmitz, MA, Med – North Central Regional Administrator, Instructional Services 6-12
☎ (540) 270-4226
✉ kristin.schmitz@edgenuity.com

Angelica Reyes M. Ed. - Elementary Administrator, Instructional Services
☎ (956) 346-1345
✉ angelica.reyes@edgenuity.com

Operations

Our operations team will work with the technology team at Milwaukee Public Schools to set up an integration with the Edgentuity SIS Portal. The following team members as well as others on our team will be part of that process.

Lance Bertola – Sr. Director for Instructional Services Operations
☎ (801) 631-2488
✉ lance.bertola@edgenuity.com

Dale Jessee – Technical Systems Specialist
✉ dale.jessee@edgenuity.com

Special Education Services Coordinator

As an additional layer of support, Edgenuity's Instructional Services division provides specific SPED support personnel (Edgenuity Case Manager) for students, teachers, and schools implementing online courses to students who have an IEP, 504 Plan, or are homebound due to illness.

Dr. Kadijah Kinds – Special Education Services Coordinator
☎ (662) 515-0161
✉ kadijah.kinds@edgenuity.com
Book a Meeting
OFFICE Blackboard Link

Instructional Services Leadership

Dr. Kimberlin Rivers, Ed.D – Vice President of Instruction
☎ (804-624-0772)
✉ kimberlin.rivers@edgenuity.com

Technical/Customer support: Call **888.866.4989** option 1 or Email **customersupport@edgenuity.com** or Email K-5 Support Here

<u>**Virtual School Resource Center**</u>

To further support **your** implementation, applicable personnel will have access to the <u>Virtual School Resource Center</u> via the student information system (Genius). The Resource Center includes valuable information, including but not limited to:

- Best practices for virtual programs
- Resources for Instructional Services implementations (eg) student enrollment, recruitment
- On-demand videos on how to perform essential functions such as enrolling students and monitoring progress and performance via the Instructional Services SIS
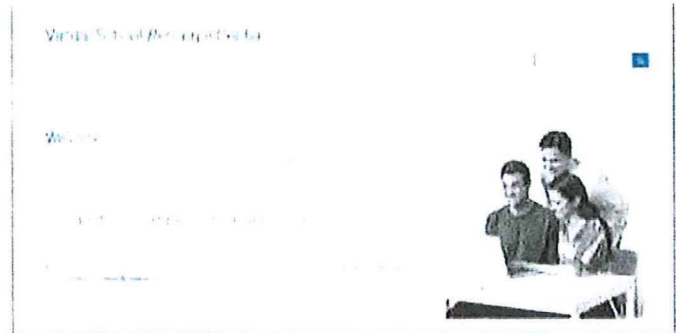
Edgenuity has also designed a monthly newsletter and school cycle webinars that feature best practices to ensure the district is getting the most out of its implementation. Teachers, administrators, or other applicable personnel can sign up to have the newsletter delivered directly to their inbox each month.

Engage with your peers! Hop over to our new Teach, Tech, Connect Community to engage in lively discussions about the Edgenuity products, and you might also pick up some helpful tips, tricks, and best practices from fellow Edgenuity educators. https://community.edgenuity.com/home

CURRICULUM OVERVIEW

Education researchers agree that engaging students in interactive, multi-sensory activities that promote elaboration, questioning, and explanation can simultaneously engage students and promote learning transfer.[3] Games and simulations can be compelling tools to help students activate prior knowledge, apply knowledge in new settings, test hypotheses, search for patterns, use evidence, and logic to make arguments, solve problems, and learning from their actions.[4] This kind of active engagement enables students to take ownership of their learning and improves retention of information.[5]

Learners vary greatly in the ways they process content material. Research confirms that students are better able to understand complex content when key information and tasks are explained using a wide array of modalities (verbal, visual, graphic, and symbolic) and instructional formats (video lectures, graphic displays, audio files, and simulations). Learning is also enhanced when students are provided with multiple ways to develop and express their knowledge and engage with content.[6] Digital, personalized learning environments are particularly useful in fostering the accessibility of content by offering learners more options for applying knowledge and skills.[7]

Edgenuity provides a personalized learning environment that includes rigorous and customizable research-based instruction. Below is a brief overview of the elementary and secondary curricula. More information regarding the depth of research behind the curricula can be found in the section titled **Research-Based Instructional Design**.

K-5 Digital Content/Curriculum

When selecting an elementary curriculum partner to more robustly support K-5 students, Edgenuity focused on searching for a partner that understood the diverse educational challenges which face schools and districts through the country. The goal was to develop a partnership with a company that had research-based elementary curriculum and a sincere desire to support all students. We are excited to partner with Accelerate Education, a powerful, research-based and field-tested personal learning solution.

Accelerate Education's mission is to provide broad, flexible, and engaging curriculum and instruction that uses best practices in education to bring success to all students. The elementary digital curriculum includes a comprehensive course offering that provides rich, personalized learning experiences for every student. Elementary core curriculum offerings include math, ELA, science, and social studies for students in grades K-5. Courses are aligned to state and national standards and science courses are aligned to the Next Generation Science Standards. These courses are project-based lessons and authentic learning assignments to help students apply their learning and guide higher level thinking and digital skills.

Each elementary course includes a wide range of learning activities, helping students create and use new knowledge in ways that go beyond simple content mastery. The curriculum is content rich, with learning resources such as online literature libraries and interactive, virtual activities to reinforce concepts being taught. Formative and summative assessments allow students to demonstrate their developing competency and creativity in diverse ways. Resources for gifted, SPED, and ELL are included, and teachers can assign curriculum from any grade level to individuals or groups of students.

The elementary curriculum is delivered through Edgenuity's digital learning platform that includes standards-based tools and research-based content. Functionality includes a multi-layered assessment system, constant data stream and effective grading and reporting capabilities, giving virtual instructors the precise data needed to provide individualize, targeted instruction. These graphical menus and interfaces give users quick access to information such as usage statistics, curriculum maps, progress and mastery, grades, messages, help resources, and more.
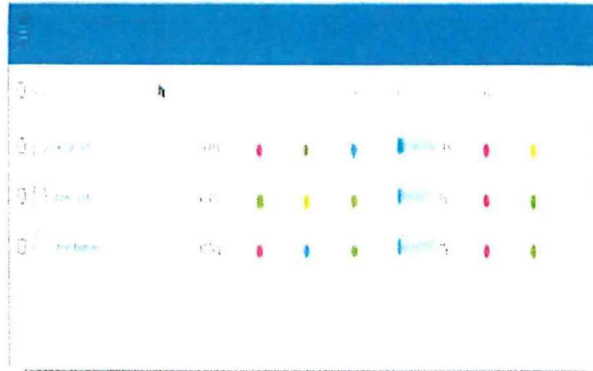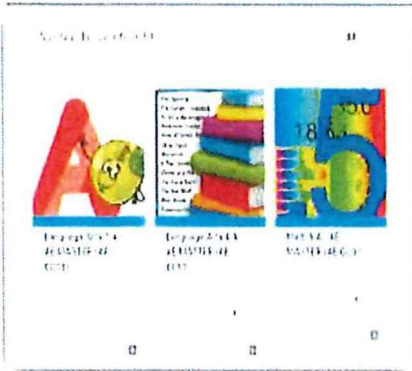
Additional Required Materials

Additional required materials are needed for students in Kindergarten – 5th grade and are not provided by Edgenuity. New materials lists will be provided in **early July 2021**, but the following lists can be used as a guide for planning.

- Kindergarten
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade

In addition to the required materials lists students in the 4th and 5th grades are required to participate in a Novel Study. These books are not provided by Edgenuity but can be found at a local library or other sources provided by the district. Students can choose 2 books to reach from a list of 3 books each semester. Novel study guides are included for each book.

4th Grade List –

- Semester 1 –
  - Bud, Not Buddy by Christopher Paul Curtis
  - Tales of a Fourth Grade Nothing by Judy Blue
  - The Tale of Despereaux by Kate DiCamillo
- Semester 2 –
  - Wringer by Jerry Spinelli
  - Shiloh by Phyllis Reynold Naylor
  - Pictures of Hollis Woods by Patricia Reilly Giff

5th Grade List –

- Semester 1 –
  - Because of Winn Dixie by Kate DiCamillo
  - Number the Stars by Lois Lowry
  - The Watsons Go to Birmingham – 1963 by Christopher Paul Curtis
- Semester 2 –
  - Maniac Magee by Jerry Spinelli
  - Out of the Dust by Karen Hesse
  - Island of the Blue Dolphin by Scott O'Dell

6-12 Digital Content/Curriculum

For students in the secondary grades, Edgenuity offers a comprehensive suite of state-specific, Wisconsin Academic Standards and nationally aligned courses for ELA, mathematics, science, social studies, general electives, world languages, career education and pathways, test preparation, and Advanced Placement®, with options for additional high-interest electives. Through the interactive curriculum, students are given the opportunity to engage, receive carefully designed master-focused instruction, and earn the necessary credits and skills to graduate on time to be better prepared for the demands of college, career, and life.

Edgenuity 6-12 Core Content

The highly interactive curriculum addresses students' differences, readiness levels, cultural backgrounds, intelligence preferences, and learning styles. Core content **maximizes technology** by equipping each student with direct instruction videos, with teachers who guide students through each direct instruction lesson and model the skills they are learning. Students can pause and rewind as needed for an individualized experience, making it easier to meet daily instructional goals and stay on track with the curriculum.

Students have multiple elements for active learning throughout the content, including direct video instruction with expert teachers, embedded electronic note taking, interactive web links, communication options, simulations, and manipulative activities. The content is engaging, motivating, memorable, and highly interactive. The **unique direct instruction** videos presentations, embedded in every lesson, feature expert teachers presenting instructional content via recorded video. Instructors guide students through concepts and skills with clear and engaging audio and visual supports that include white board demonstrations, bulleted key points, highlighted vocabulary, diagrams, and photography. Tasks are embedded between video segments to maintain lesson interactivity and checks for understanding.
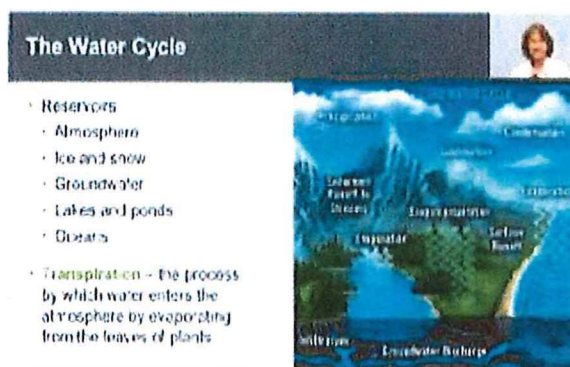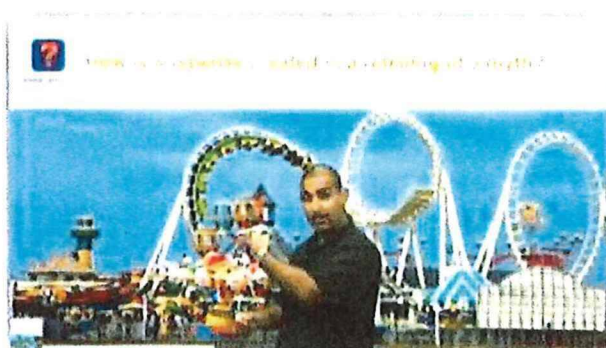
Career and Technical Education Courses, Subscription-Based Electives, Advanced Placement®, and other courses do require additional required materials and may follow different instructional models depending on what content is required for the specific course.

Additional Required Materials

Edgenuity always recommends the review of the required materials list and course content prior to offering a course for student enrollment. Additional materials <u>are not</u> provided by Edgenuity.

- Edgenuity Course Description Catalog
- Edgenuity Course Syllabi
- Edgenuity Scope and Sequence Documents

In addition, Advanced Placement® Courses may require an additional textbook for students. The following link provides the most up to date information regarding AP - Implementing an Advanced Placement Course.

Pacing

Edgenuity's Instructional Services team will work closely with Milwaukee Public Schools to ensure pacing is aligned with program curriculum goals. The curriculum is student driven, self-paced, and includes multiple opportunities for learning while addressing diverse learning styles.

The secondary (6-12) system includes a student calendar that establishes pacing for students to fully support older learners. Students and Educators have access to the autogenerated Assignment Calendar (Pacing Guide) for the curriculum. Tied to the district calendar (excluding non-school days) and based on the teacher-provided course timeline for students. The assignment calendar features a daily list of activities students should complete to meet their target course completion date. The report sets expectations for students and helps them manage their coursework for successful course completion.

Elementary (K-5) students are provided with 18 weeks' worth of modules for each semester with clear expectations for completion. Students are expected to complete one module each week or one module every three weeks depending on subject matter and grade bands to stay on pace. Modules for younger learners tend to be shorter, allowing for more frequent completion, whereas modules for the pre-middle school learners tend to be longer, allowing for more time focused on concepts. A pacing guide is available for the Teacher and the Learning Coach to ensure the student stays on track.

Setting a Schedule

Setting and following a schedule is essential for students at the elementary level because it keeps the student in a routine. Keeping students in a routine helps them to stay focused on different tasks and provides them with an important life skill.

For a middle or high school student, it should be expected that they spend approximately 45-60 minutes per subject per day. Students should be expected to progress 5-6% in each course per week to complete within the 18 week timeframe. Please encourage them to take a couple of 10 -15 minutes breaks and be sure they take a more extended break for lunch for about 30 minutes. Although this age group is more independent, it is still important that the Virtual Teacher, District Mentors, and support in the home checks in with the student regularly and have conversations about what they are learning.

An elementary student usually does more than just academic subjects. They spend time talking and communicating about things they are learning. They take breaks in the form of recess and lunch, talk to their teachers, mentor teachers, and learning coach about the goals they have and set future goals. Activities such as these are vital because it helps students process what they are learning and not get overwhelmed. Providing time in the day to talk about what a student is learning will help them remember concepts being learned and provide them with a better chance of success toward mastery.

These things are done to provide students breaks so that they do not get overwhelmed or tired from subject to subject. It is important to incorporate these types of activities into the day for your student as well.

Please note, the schedules listed below are suggested, to help guide you. It is important to set up a plan that works best for your student that is easy to follow to help maintain a routine. For example, math can be done before language arts,

oi maybe your student does not need as many breaks during the day. Create a schedule that suits the needs of your individual student.

<u>K-3 Suggested Schedule:</u>

Subject/Activity	Suggested Time
Morning Meeting (Discuss Calendar, Weather, Lessons for the day, Review goals)	10 minutes
Language Arts	60-75 minutes
Snack/Brain Break (play a game, exercise, move around)	15-20 minutes
Mathematics	45-60 minutes
Lunch/Free Play	45 minutes
Science	30-45 minutes
Brain Break	10 minutes
Social Studies	30-45 minutes
Brain Break	10 minutes
Electives (Art, Music, etc)	30 minutes
Afternoon Meeting (Discuss what was learned today across the subjects, a favorite thing a student learned, what goals were met, set goals for next day.)	10 minutes

<u>4-5 Suggested Schedule</u>

Subject	Suggested Time
Morning Meeting. Discuss goals for the day, discuss current events, upcoming activities	10 minutes
Language Arts	60-75 minutes
Snack/Brain Break (play a game, exercise, move around)	15-20 minutes
Mathematics	45-60 minutes
Lunch/Free Play	45 minutes
Science	30-45 minutes
Social Studies	30-45 minutes
Brain Break	10 minutes
Electives	30 minutes
Afternoon Meeting· Discuss what was learned, review and set goals	10 minutes

<u>A Typical Day Description</u>

1   Morning Meeting (10 minutes)· This is a time to meet with your student and go over some necessary skills students should know. It is also a time to review goals that have been set and review concepts being learned Go over the calendar, weather, discuss the days of the week, current events, and the schedule for the day.
2   Language Arts Block (60-75 minutes). This includes online work, offline work, independent reading, and time to read aloud stories to a student.

3. Snack/Brain Break (15-20 minutes) Take time to prepare a nutritious snack with your student Play a game, exercise, dance. A Brain Break is a 10-minute break that gets your student moving.
4 Math (45-60 minutes). This includes online work and offline work
5 Lunch/Free Play (45 minutes) Work with the student to make a nutritious lunch, allow the student 20 minutes or more of free play, preferably outside, and technology free.
6 Science (30-45 minutes). Discuss the guiding question and what the student thinks the answer is. Work online and offline. At the end of the lesson, go back to the guiding question and discuss the answer Read aloud a story related to the concept taught in Science
7 Social Studies (30-45 minutes): This includes online and offline work
8 Electives (30 minutes): Rotate elective courses, for example, do Art one day, PE the next day, etc.
9 Afternoon Meeting (10 minutes) This is a time to meet with your student and review the day.

- Please discuss with your student what they enjoyed most, what is something new they learned, what was their least favorite activity, what is something they need to review, or if they need extra help with a concept
- Review the goals that were set, discuss if the goals were met if they need to be readjusted, and set new goals if needed
- For Grades 1-3, please take a minute to review spelling words, ask the students to spell the word, and use it in a sentence. Please make it a challenge not to use the same sentence each day
- Review the math concepts for the day, quiz students on what they are learning.

As mentioned, Edgenuity's virtual instruction takes place in an interactive environment in which the teacher and student are separated by time, space, or both. Courses are delivered asynchronously with options for synchronous communication and instruction, as applicable and/or appropriate. Students have direct communication and ongoing interaction with virtual instructors and concept coaches (3-12 core subjects only, as needed) throughout the courses Virtual instructors communicate with students regularly to support success and facilitate the use of the curriculum and learning resources.

Instructors use real-time data to inform frequent communications with students, families, and school mentors. Teachers reach out via email, phone, and web conferencing to reteach difficult concepts and ensure requirements are provided for students and families before the course begins. Instructors and the student academic support team provide both synchronous and asynchronous communication methods to support learners

Synchronous communication methods include.

- **Live chat** with instructors, as applicable
- Concept Coaches available for secondary students on Monday – Saturday to provide **on-demand support and tutoring** for core subjects
- Online **whiteboard** and/or **web conferencing sessions** with instructors, as applicable
- **Phone calls** with instructor, as applicable
- Optional **live, synchronous sessions** for students based on intervention matrix previously explained

Asynchronous communication methods include·

- **Email** with the instructors
- Collaboration Corner threaded **discussion board** for instructor-student and approved student-student interaction (secondary only)
- Standard **text messaging** with instructor, as applicable

Additional communication will be provided to Milwaukee Public Schools for students K-5 with a daily synchronous session and Learning Coach hotline

When using Edgenuity's teachers, each virtual instructor has office hours, study halls, and additional established communication hours and methods to ensure student can contact the teacher as needed. The online instructor provides their contact information for students and parents by welcome message via email, text, or phone Virtual instructors also often include their office hours and study hall information in their email signature to encourage continued communication.

RESEARCH-BASED INSTRUCTIONAL DESIGN

The content features researched based and modern pedagogical strategies that incorporate constructivist learning strategies including inquiry, real world applications, critical thinking, and collaboration discussions and projects, as appropriate to the grade level and content area. Content is aligned to standards, appropriate for the level of instruction, culturally relevant, and provides opportunities for interactive learning to engage students of all strengths and styles. Edgenuity continually monitors state standards and curriculum changes and evaluations/updates content on a consistent basis.

Elementary (K-5) Instructional Design

The elementary curriculum is intentionally designed to:

- Challenge students through rigorous content
- Inspire students to become engages in the learning process through varied assessments which includes authentic assignments.
- Require students to apply skills increasingly complex ways as they make their way through assigned content.

Once a curriculum map is in place for a course, learning objects are created for each module in a course. A learning object may include just one type of file and/or activity or several of each, and these learning objects are intentionally designed to produce a better understanding of one or more learning objectives. Modules and the learning objects within the modules are designed around Gagne's Nine Events of Instruction.

Each learning object is created to include:

- A presentation of facts and concepts delivered as instructional text and imagery, meant to capture a student's attention, access prior knowledge, and help them learn the concept.
- A video, animation, or interactive experience to reinforce and practice what is being taught and deepen the student's knowledge. A research project by Teachers College at Columbia University, 1992, shows that students who are exposed to regular integration of media into instruction:
    o Outperform non-exposed peers on tests, score higher on writing assignments
    o Are more active in class discussions
    o Apply more varied and creative approaches to problem solving
    o Use more figurative language
    o Complete practice activities with more confidence and accuracy
- Assessment with questions focused narrowly on the learning object's identified instructional objectives. Questions are written to follow Bloom's Taxonomy and Webb's Depth of Knowledge.
- Learning objects, which may also include an offline practice activity or project.

In addition to mapping out the course design by unpacking the standards, each course is designed using a rubric based on the iNACOL Standards for Quality Online Courses (Aurora Institute).

Secondary (6-12) Instructional Design

The secondary content provides realistic academic rigor and age appropriate instruction. Each unit and lesson include an overview describing objectives, activities, assignments, assessments, and resources to provide multiple learning opportunities for students to master the content. The instructional design incorporates established principles of effective instruction that contribute to student achievement in a variety of learning environments. Curriculum provides intensive, explicit, and systematic instruction. The content addresses students' differences, readiness levels, cultural backgrounds, intelligence preferences, and learning styles. Research-based instructional practices include:

- **Systematic and explicit instruction**, designed to help students acquire, practice, and apply skills and knowledge. Explicit instruction represents a research -verified approach to teaching that is direct, structured, systematic, and unambiguous.[13]
- Activities to **promote metacognition** and deeper understandings. Research indicates that deep thinking for transferable knowledge results when students understand the general principles underlying specific facts, concepts, and examples.[14]
- **Organizers** to help students learn more effectively. Researchers have speculated that presenting information in graphic organizers may reduce students' cognitive load by drawing attention to key elements of content and lowering the processing demands in the brain necessary to associate new concepts with already familiar concepts.[15]
- Integration of all levels of **Bloom's Taxonomy** to engage students in critical thinking as they complete lessons in a sequentially based mastery approach.
- Strategies to address a **variety of learning styles**.
- Content presented in a **developmentally appropriate** way.
- Implementation of principles of **Universal Design for Learning**.
- Incorporating **multiple means** of representation, expression, and engagement.

The curriculum is designed to support content area knowledge and higher order thinking skills. An expert teacher provides instruction, explains concepts, models strategies, and makes real-world connections in engaging instructional videos. Assignments include multi-media, interactive activities designed to incorporate real-world relevance into the curriculum and ensure students master key concepts and develop their analytical and critical thinking skills. Interaction and communication skills are embedded in writing assignments, projects, performance tasks, eNotes, email communications, chat, and Collaboration Corner threaded discussion forum.

Supporting Research

The proposed content and curriculum have been reviewed internally and by third-party organization and have been aligned with research and effective instruction. The instructional design of the content is designed based on the current research in online learning, neuroscience, educational psychology, and instructional design. For examples, please visit: https://www.edgenuity.com/the-difference/research-foundations/

LEARNING MANAGEMENT SYSTEMS OVERVIEW

All students (regardless of grade level) access the system via the same platform, where they receive teacher communications, updates, assignments, and supplemental instructional content as appropriate.

To support the implementation of the proposed content, access to the **Edgenuity SIS Portal (Genius)** is included. Genius is a comprehensive state-of-the-art student information system that facilitates ongoing feedback and communication. Using this system, all stakeholders monitor student progress daily and work actively with students, mentors, parents, and other district personnel to facilitate student success.

Student Access

All K-12 Instructional Services students log in to the Edgenuity SIS Portal (Genius) to launch their course content.

Through Genius, students can view a calendar and numerous reports and tools used to illustrate progress and achievement. The main page in Genius is known as the **Dashboard**. The Dashboard contains all the student information and tools to provide support while enrolled in the program. This includes access to courses, progress and grade reports, and the messaging center.

The Main Dashboard features the following tools.

1. **Academic Snapshot** – This area lists the course(s) in which the student is enrolled. Grade and progress information are included. Clicking on the course name will log the student into the online course to complete course assignments.
2. **Upcoming Events** – This area allows instructors to set reminders of important events or deadlines for assignments. Students use the calendar to set their own reminders, if desired. Some examples of activities might include a parent/teacher conference, a study-hall session, or a tutoring session.
3. **Activity** – The Activity area shows the course names, dates, and number of minutes spent in each course while completing assignments.
4. **Messages** – The Message Center is an inbox for important communications from the teacher(s).
5. **SMS Texting** – Teachers can text important reminders and communications to student or other program participants.
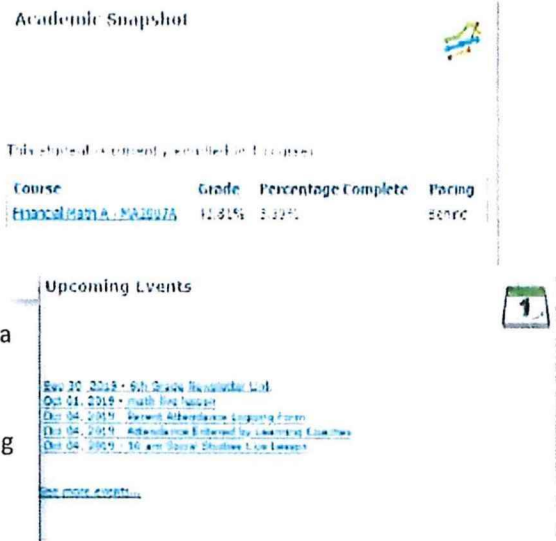
Additional calendar and progress monitoring tools are available from within the course to encourage older students to take ownership of their learning. Details can be provided upon request.

After a student logs in via Genius and clicks on the name of the course, he/she is taken to an age-appropriate learning management system to complete all assigned content.

As stated above, research shows that an essential element of personalized learning environments is the ability for students to examine their own data. With Edgenuity, students access coursework through an intuitive, user-friendly, and age appropriate learning management system (LMS). Students use this robust student portal to complete assigned coursework, view/monitor progress and achievement, receive feedback, and understand data at an age-appropriate level. All icons, navigational commands, maps, and other prompts are clear, relevant, user-friendly, and accessible to end users.

Elementary (K-5) LMS

The elementary solution is designed with the help of elementary educators to provide elementary students age-appropriate visuals and tasks. The design of the student portal is clear and consistent across all elementary grade levels. Powerful dashboards support students and parents in the personalized learning environment. Students are provided 18 weeks' worth of modules for each semester, with the clear expectation to complete one module each week. Modules include relevant instruction, quizzes, assignments, and appropriate assessments for the content. For example, ELA content includes spelling, vocabulary, and independent reading assessments at the end of each module.
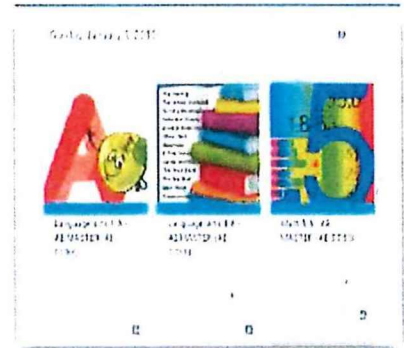
Embedded within the student portal are speaker icons that allow students to have text read aloud to them if they choose. This is critical in elementary courses, where are still learning to read with more developed comprehension. Additionally, keywords are presented, defined in context, and assessed throughout the content. Content includes age-appropriate graphics, highlighted text, and offline materials, as appropriate.

Secondary (6-12) LMS

The system includes **user-friendly** and **intuitive** navigation for students. An orientation video is available (in English and Spanish) to provide a comprehensive overview of the online learning environment, as well as the tools and resources available to students throughout the program. Students can also access instructional guides for tools used in the program. These How-to Guides include the student manual, tools and resources, and the eWriting guide. Edgenuity's secondary student experience is rigorous and engaging, with embedded tools to help all students succeed.

For example, student users are supported by a Course Map for each course they are enrolled in. The Course Map serves as a dynamic and interactive scope and sequence and keeps track of the student's place in the course, making it easy for students to log out of the course and pick where they left off when they log back in. Instruction and images are clear, allowing for easy navigation. Movement through the offline activity is intuitive and employs

common conventions such as buttons, arrows, and other navigational prompts and commands. Examples of navigation in the student portal:
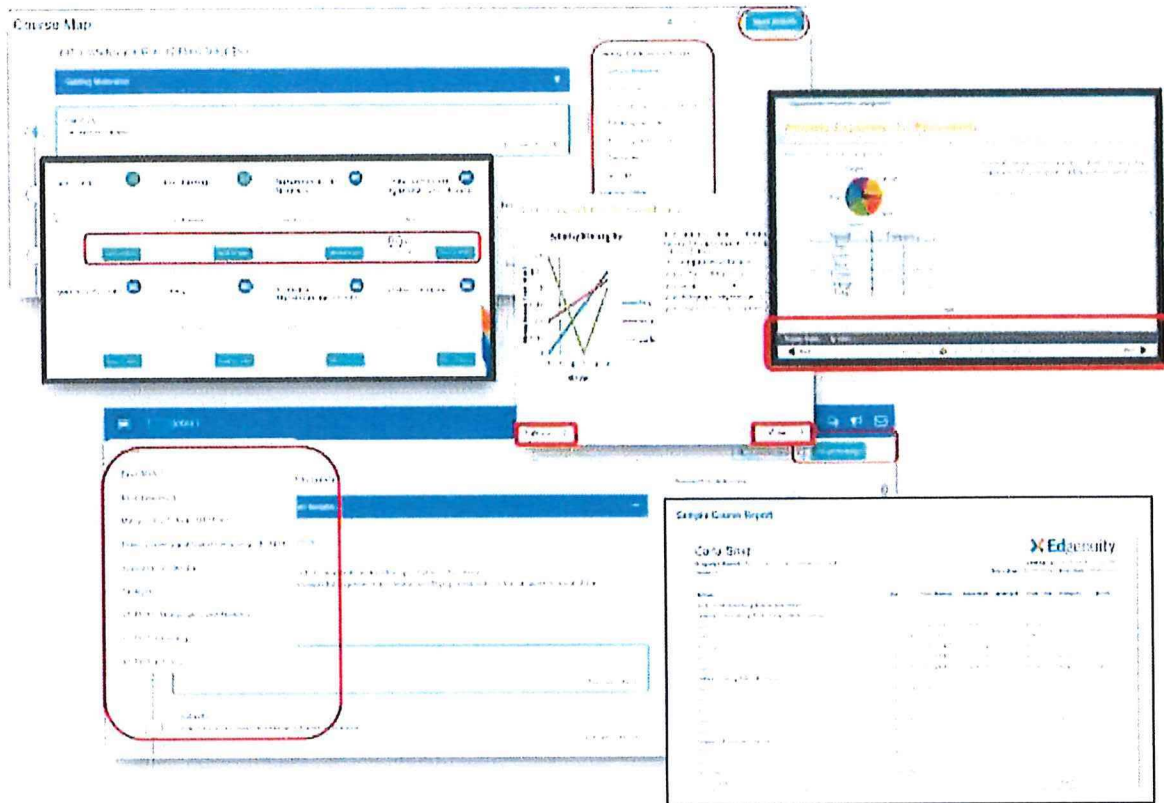
Students can toggle between assigned courses easily by using the icon in the upper left corner. A comprehensive and printable Course (progress) Report is also available for view / printing at any time.

The web based, vendor hosted system is device agnostic and is fully compatible with various systems and devices to support anytime, anywhere learning for students. Some elective courses will require additional materials or have minimum device specifications. Please see the required materials list for details.

ACTIONABLE DATA AND REPORTS

Lai and Schildkamp (2013) summarize a large body of research that demonstrates that when teachers use data to shed light on learners' strengths, challenges, interests, and aptitudes and set instructional learning targets students achievement improves.[8] The authors assert that when educators have a clear purpose for data, as well as the ability to contextualize, categorize, summarize, and make sense of what the data mean, they can more effectively "set appropriate student learning goals; can monitor and check to see if students are reaching their goals; and can support students in developing the ability to monitor and check their own goal attainment." As Tomlinson and Sousa (2011) point out "students learn better and feel better about themselves when teachers diagnose their current skill levels and prescribe tasks appropriate for their points of readiness.[9] Research evidence strongly favors using multiple sources of data to drive instruction. By revealing students' strengths and unveiling opportunities, data help teachers harness and allocate resources more efficiently and respond to students' explicit requirements.[10]

Experts agree that educators need to be taught how to use this data to diagnose students' learning needs, identify appropriate instruction, and monitor student progress. As the What Works Clearing house points out, when students are taught to examine their own data, teachers can engage in important dialogues about learning that can improve student achievement.[11] According to the National Research Council, an important element of personalized learning environments is "explanatory feedback that helps learners correct errors and practice correct procedures. "Multimedia learning environments of the type presented in online courses are well suited to providing this kind of practice with specific, immediate feedback.[12]

Data and Reporting

When using Edgenuity's system our instructors monitor student progress daily and work actively with students, coaches, parents, and the district personnel to facilitate student success. A snapshot of each student's standing is taken every week to track the performance evolution over time. It is a helpful indicator of whether the student consistently has issues with that course or whether they are isolated. Students struggling with any of the key indicators automatically appear on a "watch list" and receive notifications and feedback based on the instructors or counselor's criteria. A snapshot of each students' standing is taken daily, so users can track performance evolution over time. Edgenuity also tracks a snapshot of students' standing by course and teacher, allowing the early identification of courses or teachers with uncommon performance. Additionally, the SIS tracks year-over-year completion rates by course, department, teacher, school, or other grouping making it easy to identify overall trends or variables that may impact students' performance.

An overview of common Edgenuity SIS Portal reports can be found below:

> **Academic Snapshot:** An "at-a-glance" view of the current student academic status, including enrollment dates, current average grade, completion percentage, pacing status, and last activity. This page will also display graphical indications of the student status for the enrollment's grade, pacing, and activity level.

> **Student Activity:** Displays how often students are working on their courses, including how many minutes the student spent on each course, along with the percentage of the student time that was dedicated to each course.

Communications: Communication between the school staff, Edgenuity staff, the student, and families.

Reporting Module: Lets users run reports using data available in the SIS database. Even though users can create and run customized reports, the following basic reports are available in the Reports Module by default

1) **Overview**. An overview of the number of the students, courses, sections, teachers, and users. It also gives detailed information about the number of applications and enrollments.
2) **Statistics·** Provides statistics about courses and teachers, including the percentage of students behind the pace and the median grade and the standard deviation
3) **Teacher Activity:** The amount of time spent by that user in the system
4) **Student Activity:** The amount of time students spent logged in during the selected period
5) **Contact History**. For each enrollment, the enrollment information (including student, section, start and end dates and academic progress), how many days have elapsed since the last activity recorded for that student in the section, and when the last contact was made with that student.
6) **Completion by Teacher·** The number of enrollments originally assigned to that teacher, how many enrollments are still active, how many have dropped, how many have completed the course, how many are marked as "future starts" (typically not used) and what are the calculated drop rate and completion rates.
7) **Completion by Course:** The number of enrollments and supporting data by course.
8) **Completion by School·** The number of enrollments and supporting data by school
9) **Completion by Affiliation**. The number of enrollments and supporting data by affiliation
10) **Completion by Semester**. The number of enrollments and supporting data by semester.
11) **Completion by Teacher and Course:** The number of enrollments and supporting data by combination of teacher and course.

Robust, actionable data is available 24/7/365 to virtual instructors and district stakeholders, enabling them to provide targeted support for individuals and groups of students

Edgenuity is excited about the opportunity to partner with Milwaukee Public Schools to provide a virtual program for students for the 2021-22 school year.

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Edgenuity

Price Quote for Services
Milwaukee Public Schools
Milwaukee WI
Account Number 476
Quote Number 204168
Total $3,870,000.00
Date 6/22/2021

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

Purchase through TIPS, contract #200105

Payment Schedule				Contract Start 8/01/2021		Contract End 7/31/2022	

Site	Description	Comment	End Date	Per Unit Cost	Qty	Cost
	Genius Integration for IS Implementation		7/31/2022	$0.00	1	$0.00
	IS 10 Month Reusable Enrollment Full time Student Seat Up to Six Courses per Semester per StudentTIPS COOP Pricing: $3,500/10 month reusable enrollmentMPS Volume Pricing: $2,500/10 month reusable enrollmentVolume % discount/TIPS Agreement - 28.6%		7/31/2022	$2,500.00	900	$2,250,000.00
	IS Elementary Course All Workbooks (non-refundable, 4 core courses, one semester)TIPS COOP Pricing: $100/workbook setMPS Volume/Pricing: $100/workbook set/semesterVolume % discount/TIPS Agreement - 0%		7/31/2022	$100.00	1200	$120,000.00
	IS Teaching for Full-time Elementary Student- One Semester (18 week), up to 6 courses (14 day drop/add grace period)TIPS COOP Pricing: $1,750/FT Student (Elementary) One SemesterMPS Volume Pricing: $1,250/FT Student (Elementary) One SemesterVolume % discount/TIPS Agreement - 28.6%		7/31/2022	$1,250.00	1200	$1,500,000.00

1. Milwaukee Public Schools

Invoice upfront and invoice any additional enrollments based on usage at a cost of $1,250/K-5 semester enrollment with Edgenuity Teachers, $100/semester/workbook set, and $2,500/10 month 6-12 Reusable Enrollment Full-Time Student. Enrollment cap of 1,500 full-time virtual students students. Invoice quarterly based on any additional usage.

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

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

Milwaukee Public Schools

Signature: _____

Print Name: _____

Title: _____

Date: _____

Edgenuity Inc. Representative

Aimee Burley
Account Executive – WI
TEL 218-821-0199
EMAIL aimee.burley@edgenuity.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at https://edgenuity.formstack.com/forms/ar. Alternatively you can e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.

Price Quote for Services
Milwaukee Public Schools
Milwaukee WI
Account Number 476
Quote Number 204168
Total $3,870,000.00
Date 6/22/2021

Edgenuity

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

Subtotal		$3,870,000.00
Total		$3,870,000.00

×Edgenuity

TERMS AND CONDITIONS BETWEEN EDGENUITY INC. & MILWAUKEE BOARD OF SCHOOL DIRECTORS

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement").

1. **DEFINITIONS.**

    a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** found at https://www.edgenuity.com/third-party-terms.pdf.

    b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.

    c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.

    d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject the additional terms contained in the attached Addendum.

2. **LICENSE and SERVICES.**

    a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:

        i.   **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.

        ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

        iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.

        iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

        v.   **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

    Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

    b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.

    c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at https://www.edgenuity.com/support/customer-support/.

3. **USE OF SUBSCRIPTION.**

    a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("**Customer Data**"). All student-generated content and personally identifiable information about any students ("**Student Data**") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and

ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription.

b. **Customer Responsibilities**. Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **TO THE EXTENT PERMITTED BY MISSISSIPPI LAW, EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

4. **WARRANTIES and DISCLAIMERS.**

a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("**FERPA**"), and the Children's Online Privacy Protection Act ("**COPPA**"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at http://www.edgenuity.com/Information/Privacy/. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.

b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.

c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.

d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 45 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

6. **MUTUAL CONFIDENTIALITY.**

a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("**PII**") as defined by Applicable Law, disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("**Confidential Information**"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, and the Licensed Material.

b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.

c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order.

7. **EDGENUITY PROPERTY.**

a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted

in this Agreement

b **Restrictions** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity, (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights, (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks, (vi) use the Subscription for other than internal Customer educational purposes, (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription, or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes

8. TERM AND TERMINATION.

a **Term** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated in the Professional Services Contract, unless terminated for material breach The term of the Agreement begins and ends on the effective dates stated in the Agreement ("Term") and Customer only has the right to use the Products and/or Service during the Term The Term may be extended for up to two (2) additional one (1) year terms with mutual and written agreement sixty (60) days in advance as per Milwaukee Board of School Directors policy

b **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available Customer must notify Edgenuity in writing within thirty (30) calendar days before termination Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination

c **Non-payment of Fees** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within twenty (20) days after Customer receipt of a notice of non-payment of amounts owed under that Quote

d **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured

e **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data Alternately, Edgenuity will delete all Customer Data and Student Data sixty days after termination

f **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law Edgenuity will attempt to contact Customer in advance

g **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity

9. LIABILITY LIMIT

a **EXCLUSION OF INDIRECT DAMAGES** TO THE EXTENT PERMITTED BY MISSISSIPPI LAW, EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS

b **TOTAL LIMIT ON LIABILITY** TO THE EXTENT PERMITTED BY MISSISSIPPI LAW, EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY

10. INDEMNITY

a Edgenuity will defend or settle any third-party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

b To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement, and (ii) an indemnifying party's violation of Applicable Law

11. OTHER TERMS

a **Governing Law.** If the Juvenile Justice Alternative Education Program is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles

b **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties

c **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party

d **Independent Contractors** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent

e **Feedback** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information, and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose

f **Enforceability and Force Majeure** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services

g **Money Damages Insufficient** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach

h **No Additional Terms and Order of Precedence.** If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms

i **Survival of Terms** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date

Customer:	Edgenuity Inc.
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
Address	Address 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.

2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.

3. **HOURS OF AVAILABILITY** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. **NO GUARANTY OF OUTCOMES** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. **INSTRUCTIONAL SERVICES** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs") Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs, (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies, (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents, (d) determining appropriate student courses and verifying student schedules, (e) monitoring student attendance and ensuring compliance with applicable state requirements, and (f) assisting students not making adequate progress.

   a. **Instructor Requirements** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements") Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.

   b. **Exceptional Student Services** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services, (ii) creating, implementing or providing Individualized Education Programs (**IEP**), (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

   c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

   d. **Reporting and Withdrawal of Students/End Users** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.

   a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.

   b. **Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.

7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.