



Date: 1/6/2020  
Order Number: Q-158243  
Revision: 3  
Order Form Expiration Date: 2/27/2020

## ORDER FORM

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

### Customer and Billing Address

Customer No.: 217927  
Customer Name: PEMBROKE PINES CHARTER H S  
Billing Address: 17189 SHERIDAN ST  
Pembroke Pine, FL 33331-1934

### Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Core Library - Program License	300	2/28/2020	2/27/2021	12
Courseware: World Languages Library - Program License	1	2/28/2020	2/27/2021	12
Courseware: Health and PE Library - Program License	100	2/28/2020	2/27/2021	12
Study Island: Core Library - Program License	100	2/28/2020	2/27/2021	12
Study Island: College and Career Readiness Library - Program License	300	2/28/2020	2/27/2021	12
Courseware: College and Career Readiness Library - Program License	5	2/28/2020	2/27/2021	12
Courseware: CTE Library - Program License	4	2/28/2020	2/27/2021	12
Courseware: Electives Library - Program License	4	2/28/2020	2/27/2021	12
Study Island Bronze Package	1	Year 1	***	12
2-hour Virtual Session	1	Year 1	***	12
Courseware Silver Package	1	Year 1	***	12

<b>Subtotal:</b>	\$23,666.00
<b>Estimated Tax:</b>	\$0.00
<b>Total US Funds:</b>	\$23,666.00

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

\*\*\* Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

### Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

### Terms and Conditions

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

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | [www.edmentum.com](http://www.edmentum.com)





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### Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

### EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to [teacherneeded@edmentum.com](mailto:teacherneeded@edmentum.com) and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

### Acceptance

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

Customer Signature:

Name (Printed or Typed):

Title:

Date:

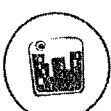
*Charles F. Dodge*  
Charles F. Dodge  
City Manager  
01/23/2020

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 1-22-20

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**Appendix A: EdOptions Academy Products**

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy College Pathways School Year	\$2,500.00
EdOptions Academy Elementary Pathways	\$3,000.00
EdOptions Academy Elementary Semester	\$1,600.00
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy Active Monthly per Course	\$80.00
EdOptions Academy Active Monthly per Student	\$250.00
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Course Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

**Terms and Conditions for Academy Products:**

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses, Calvert Instructional Support = 14 days, College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

**Roles and Responsibilities:**

**Our Responsibilities**

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

We will be responsible for the following:

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

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- Printable access to an enrolled student's transcript.

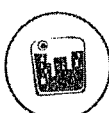
### Your Responsibilities

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

You will be responsible for the following:

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

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## Edmentum Plato Courseware, Sole Source Letter

To Whom It May Concern,

Edmentum develops, markets, sells, and supports a broad portfolio of educational curriculum, assessment, correlation, management, and resource products and associated services including Plato Courseware. These educational products and services have been proven successful in fostering academic achievement throughout the K-12, higher education, and adult education markets.

Edmentum owns or has appropriate rights to license the products marketed by Edmentum ( "Plato Courseware" ). Plato Courseware is generally protected by intellectual property rights which are either owned by Edmentum and/or licensed to Edmentum by third parties (the IP Rights"). Plato Courseware and the IP Rights shall at all times remain the property of Edmentum and/or its licensors.

Plato Courseware is licensed, not sold, and the Licensee s rights of access to and use of these products shall be as defined in the applicable Edmentum license agreement. Trade secrets of Edmentum and its licensors are trade secrets for all purposes, including for the purposes of the Freedom of Information Act. Edmentum distributes certain products through buying consortia, resellers and distributors. Edmentum has the right to sell, distribute, and market Plato Courseware and, with limited exceptions, is the sole source and sole provider of Plato Courseware.

Respectfully submitted,

Eric Doan  
Edmentum | Chief Financial Officer



## Study Island, Florida Sole Source Letter

To Whom It May Concern,

This letter is to inform you that the Study Island Florida Sunshine State Standards Mastery Program (Program) is solely manufactured, distributed and available only through Edmentum. The Program, distributed manuals/materials and training are proprietary and under copyright to Study Island and are unavailable from any representative other than Study Island.

Since 2000, Study Island had provided a unique, web-based, standards mastery program that combines highly specific and dynamic content with real-time reporting to create a customized assessment, diagnostic, and instructional program based on the state of Florida's standards. By creating an interactive and flexible instructional platform, Study Island provides engaging, ongoing practice and remediation to help students meet their required standards in all major content areas.

Going beyond traditional alignment procedures that evaluators typically conduct after program development, authors of the Study Island Program developed the content of Study Island from an in-depth analysis of Florida's learning objectives to create highly-specific and individualized versions of the program.

Study Island incorporates a short cycle assessment feedback loop into its design through a system of continual assessment, immediate feedback, and quick remediation. Once integrated into their instructional practices, it acts as a formative, ongoing assessment tool that provides students with a platform to practice or demonstrate their knowledge of taught standards. During program implementation, students answer questions that correspond to grade-specific state standards and learning objectives within state-tested content areas. When students answer a question, they immediately learn if the answer they provided was correct or not. Following each question, an explanation of the correct answer is available to the students, offering ongoing remediation to those students that may need it. At the end of each session, students can revisit the questions they missed and again can seek learning opportunities for those questions. Students also have the option to engage in additional learning opportunities through lessons on the standards that are available at the beginning and end of a study session.

Additionally, the Program provides in-depth reports of student performance data to students, teachers, and administrators. The availability of real-time achievement data allows for both quick remediation and the identification of trends in individual student performance, helping teachers to create personalized instructional paths based on demonstrated student need.

Study Island uses technology both to provide students with remediation or practice at lower levels and to provide students with a customized and personalized learning experience based on demonstrated need. In many cases throughout the program, if students do not reach the requisite proficiency level on a specific objective, the program cycles students down to lower levels in order to give students practice at levels that are building blocks for higher-level skills. Once students demonstrate proficiency at a lower level, the program cycles students back up to the higher level. Through this process, the Program creates individual learning trajectories for students to follow. The administrative and reporting features of the Program allow teachers and



administrators to monitor constantly how students are progressing through these personalized trajectories toward mastering the required benchmarks and standards. If students begin to fall below or exceed certain levels of achievement, teachers can prescribe additional practice at specific levels through the program and continue to monitor students' progress, or they can provide additional instruction or remediation within the classroom. Therefore, when teachers integrate the Study Island Program into their curriculum, it essentially allows for individualized, differential instruction that could otherwise be difficult for one teacher alone to provide.

Using the Study Island Program to track content mastery and individual changes in achievement concurrently, a teacher can efficiently determine if a student has significantly improved over time and if that improvement was enough to meet specific content benchmarks and standards.

The Study Island Program incorporates motivational factors into the implementation and design of the program in diverse ways to both engage students and further program use. For instance, Study Island includes a wide variety of material covering multiple content areas and subjects within those content areas. Additionally, it builds instructional opportunities into the standards practice in order to motivate students to apply skills as they are learning them. Study Island aims to build student confidence and self-efficacy by providing students with sufficient practice and learning opportunities that will help students realize positive gains in achievement. Students can monitor their own progress as they complete lessons and feel successful watching their mastery level rise. When students reach the specified mastery level of an objective, they earn a personalized reward in the form of a blue-ribbon icon, which serves as concrete symbol of recognition for their academic achievements and further motivates students to succeed.

As part of the Study Island Program, students also have access to a wide variety of simple and short games that they can play when they have answered a question correctly. Students compete with other Study Island users to try to achieve the highest score on the games and this competition is intended to motivate the students intrinsically to perform well on the task in order to have a chance to play the game and compete with their peers. One of the most significant motivational factors Study Island provides is its open architecture, which allows students the ability to complete lessons in any order and switch between tasks as desired. This offers students ownership of their learning environment, allowing them to set their own goals, plan personalized learning experiences, execute their work with flexibility, and regulate their own progress.

The flexible implementation of the Study Island Program allows teachers to use the program for standards practice in a variety of settings and to present the content in multiple formats in order to meet each student at his or her learning and motivational level. The web-based platform of the program allows students to use the program from any computer with access to the internet, be it a classroom computer, a computer lab, or a home computer. Teachers can use the program in a whole- or small-group setting, assign students individual work within the classroom, or have students use the program at home for extra practice or remediation. Because some students may need teachers to present the material in different formats to be successful, the program also provides instructors with a printable worksheet option that students can complete in class or as homework.

Study Island makes use of intelligent technology to create dynamic and generative content within the Program, providing a unique experience for every child. Within a set of questions, although the students will ultimately see the same questions, the order of the questions and answer choices will vary for each student. This renders cheating, while using the Study Island



Program, virtually obsolete within a classroom or testing situation. Additionally, within the math component of the program, the content of the questions is dynamic and generative as well.

Although the format of a question will remain constant, the program automatically generates the content of the questions creating a unique and varied set of questions within each learning objective. Therefore, even if students are concurrently practicing the same standard at the same level, each student will see unique question content within the question format. Taken together these dynamic features of the program can afford teachers the confidence that students are applying their own knowledge in each Study Island session.

Study Island encourages parental involvement through its web-based platform. Parents can access student achievement reports from any computer connected to the internet, making it easier for parents to monitor student progress on an ongoing basis. Parents can view the expectations and standards for tested content areas and quickly determine if a student is meeting those standards or not. If a student demonstrates a need for extra practice on specific standards, parents can use the instructional lessons and problem explanations within the Study Island program to help students improve their performance. By allowing parents ongoing access to student achievement, the Study Island Program can help foster higher expectations, as well as increased interest and involvement in students' academic progress.

Respectfully submitted,

Eric Doan  
Edmentum | Chief Financial Officer



Attachment \_\_\_\_\_

## **CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, Eric Doan, CFO, on behalf of Edmentum, Inc.,  
Print Name and Title Company Name

certify that Edmentum, Inc. does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

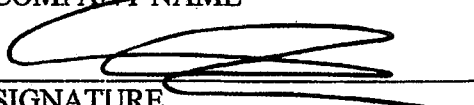
Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Edmentum, Inc.  
**COMPANY NAME**

  
**SIGNATURE**

Eric Doan  
**PRINT NAME**

Chief Financial Officer  
**TITLE**

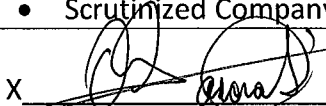
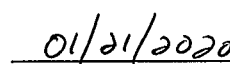
**Must be executed and returned with attached proposal to be considered.**

**AGREEMENT COVER MEMORANDUM**

<b>To:</b>	Barbara Torres, City Clerk's Office	<b>From:</b>	Dominique Rojas, Contracts	<b>Date:</b>	01/21/2020
Please route the two (2) attached agreements, as described below, for execution and please return one (1) executed copy to me.					

<b>Company:</b>	Edmentum, Inc.
<b>Contract Purpose:</b>	Edmentum Plato Courseware and Study Island
<b>Contract Description:</b>	To renew licenses for the online high-school program.

<b>Contract Group:</b>	Maintenance (Software)	<b>Effective Date:</b>	02/28/2020
<b>Agreement Type:</b>	Amendment	<b>Expiration Date:</b>	02/27/2021
<b>Contract Type:</b>	Expense	<b>Renewal Options:</b>	
<b>Location:</b>	City Clerk's Office (Routing)	<b>Notice Period:</b>	180
<b>Contract Value:</b>	\$23,666.00	<b>Notice Date:</b>	08/31/2020
<b>Contract Value Description:</b>	The Contract Value of \$23,666.00 is the annual cost for these services.		

<b>Department:</b>	Charter Schools – Academic Village	<b>For Commission Review:</b>	No
<b>Contract Manager:</b>	Peter Bayer	<b>Approved by Commission:</b>	Not Applicable
<b>Procurement Method:</b>	Renewal Agreement	<b>Commission Date:</b>	Not Applicable
<b>Procurement Summary:</b>	Renewal Agreement	<b>Final Motion:</b>	Not Applicable
<b>Account Coding(s):</b>	172-569-5053-31310-5103-310	<b>Reason For Commission Review:</b>	Not Applicable
		<b>Insurance Required:</b>	No N/A
		<b>Bonds Required:</b>	N/A N/A
<b>Reviewed by Dept. Head:</b>	Renewal Agreement		
<b>Procurement Approval:</b>	Renewal Agreement		
<b>Additional Notes:</b>	None.		
<b>Attachments</b>	(2) Originals <ul style="list-style-type: none"> <li>• Sole Source Letter (1)</li> <li>• Sole Source Letter (2)</li> <li>• Scrutinized Company Letter</li> </ul>		
<b>Agreement Cover Memo Reviewed by:</b>	X  Oniel Garcia <div style="float: right;">            Date 01/21/2020       </div>		

DATE	August 8, 2019
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## **AMENDMENT TO ORIGINAL AGREEMENT**

ATTACHED IS:

ADDENDUM	
CORRESPONDENCE	
AMENDMENT	EDMENTUM LEARNING PROGRAM
OTHER	Virtual Teacher Software – Middle Schools 2020-21

TO AGREEMENT NUMBER:

2145/13
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SCANNED:

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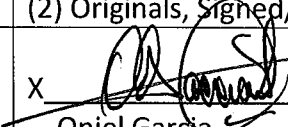
**AGREEMENT COVER MEMORANDUM**

<b>To:</b>	Barbara Torres, City Clerk's Office	<b>From:</b>	Dominique Rojas, Contracts	<b>Date:</b>	08/07/2019
Please route the two (2) attached agreements, as described below, for execution and please return one (1) executed copy to me.					

<b>Company:</b>	Edmentum
<b>Contract Purpose:</b>	Virtual Teacher Software - Middle Schools (2020-21)
<b>Contract Description:</b>	To renew virtual teacher software (Study Island) agreement.

<b>Contract Group:</b>	Maintenance (Software)	<b>Effective Date:</b>	03/01/2020
<b>Agreement Type:</b>	Amendment	<b>Expiration Date:</b>	02/28/2021
<b>Contract Type:</b>	Expense	<b>Renewal Options:</b>	Not Applicable
<b>Location:</b>	City Clerk's Office (Routing)	<b>Notice Period:</b>	150
<b>Contract Value:</b>	\$8,586.20	<b>Notice Date:</b>	10/01/2020
<b>Contract Value Description:</b>	The Contract Value of \$8,586.20 is comprised of \$1,505.80 for the Middle School-Central, \$1,209.90 for the Middle-School West and \$5,870.50 for the Courseware.		

<b>Department:</b>	Charter Schools – Central Middle Charter Schools – West Middle	<b>For Commission Review:</b>	Not Applicable	
<b>Contract Manager:</b>	Jonathan Bonilla, Sean Chance, Michael Castellano	<b>Approved by Commission:</b>	Not Applicable	
<b>Procurement Method:</b>	Renewal	<b>Commission Date:</b>	Not Applicable	
<b>Procurement Summary:</b>	Renewal	<b>Final Motion:</b>	Not Applicable	
<b>Account Coding(s):</b>	TBA	<b>Reason For Commission Review:</b>	Not Applicable	
		<b>Insurance Required:</b>	No	N/A
		<b>Bonds Required:</b>	N/A	N/A

<b>Reviewed by Dept. Head:</b>	Renewal.		
<b>Procurement Approval:</b>	Renewal.		
<b>Additional Notes:</b>	None.		
<b>Attachments</b>	(2) Originals, Signed/Notarized/Witnessed by Vendor		
<b>Agreement Cover Memo Reviewed by:</b>	X  Oniel Garcia	<u>07/03/2019</u> Date	



Date: 3/1/2019  
Order Number: Q-166573  
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## ORDER FORM

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To Pay by Credit Card: Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

### Customer and Billing Address

Customer No.: 433942  
Customer Name: City of Pembroke Pines  
Billing Address: 601 City Center Way  
3rd Floor - Suite 303  
Pembroke Pines, FL 33025

### Products and Services

#### Pembroke Pines MS-West

Products	Qty	License Start Date	License End Date	License Term (Months)	List Price for Term	Discount	Extended Price
Study Island: Social Studies Library - Program License	30	3/1/2020	2/28/2021	12	\$5.50	\$8.10	\$156.90
Study Island: Science Library - Program License	225	3/1/2020	2/28/2021	12	\$5.50	\$184.50	\$1,053.00
Pembroke Pines MS-West Subtotal:							\$1,209.90

#### Courseware account

Products	Qty	License Start Date	License End Date	License Term (Months)	List Price for Term	Discount	Extended Price
Courseware: Core Library - Program License	70	3/1/2020	2/28/2021	12	\$77.00	\$269.50	\$5,120.50
Courseware Virtual Standard Service Package	1	Year 1	***	12	\$750.00	\$0.00	\$750.00
Courseware account Subtotal:							\$5,870.50

#### Group 2 Pembroke Pines MS-Central

Products	Qty	License Start Date	License End Date	License Term (Months)	List Price for Term	Discount	Extended Price
Study Island: Social Studies Library - Program License	100	3/1/2020	2/28/2021	12	\$5.50	\$27.00	\$523.00

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Date: 3/1/2019  
Order Number: Q-166573  
Revision: 4  
Order Form Expiration Date: 2/3/2020

## ORDER FORM

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

Products	Qty	License Start Date	License End Date	License Term (Months)	List Price for Term	Discount	Extended Price
Study Island: Science Library - Program License	210	3/1/2020	2/28/2021	12	\$5.50	\$172.20	\$982.80
Group 2 Pembroke Pines MS-Central Subtotal:							\$1,505.80

Subtotal:	\$8,586.20
Estimated Tax:	\$0.00
Total US Funds:	\$8,586.20

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

\*\*\* Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

### Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

### Terms and Conditions

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

### Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

### EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to [teacherneeded@edmentum.com](mailto:teacherneeded@edmentum.com) and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

### Acceptance

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

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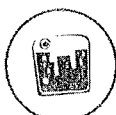
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Customer Signature: Charles F. Dodge  
Name (Printed or Typed): Charles F. Dodge  
Title: City Manager  
Date: 08-07-2019

APPROVED AS TO LEGAL FORM  
Julius Kahr  
OFFICE OF THE CITY ATTORNEY  
DATED: 7/1/19

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### Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy Career Pathways School Year	\$2,000.00
EdOptions Academy College Pathways School Year	\$2,500.00
EdOptions Academy Active Monthly per Student	\$250.00
EdOptions Academy Active Monthly per Course	\$80.00
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Course Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

### Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within fifteen (15) days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses = 14 days, Career/College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

Career and College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

### Roles and Responsibilities:

#### **Our Responsibilities**

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

We will be responsible for the following:

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

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## ORDER FORM

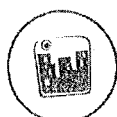
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### Your Responsibilities

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

You will be responsible for the following:

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



## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Eric Doan, CFO, on behalf of Edmentum, Inc.,  
Print Name and Title Company Name

certify that Edmentum, Inc. does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.


Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Edmentum, Inc.  
COMPANY NAME

  
SIGNATURE

Eric Doan  
PRINT NAME

Chief Financial Officer  
TITLE

**Must be executed and returned with attached proposal to be considered.**