NON-COMPETITIVE SALES AND SERVICE AGREEMENT:

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT AWARDED</th>
<th>REQUIRED PRODUCTS/SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edmentum, Inc.</td>
<td>$8,028.46</td>
<td>Study Island Grades 3-6 and EducationCity</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$8,028.46</td>
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</tbody>
</table>

DISCUSSION:

Study Island supports the learning process and builds off of students’ enthusiasm for technology with engaging, interactive lessons and activities. Students can work through the web-based program at their own pace, or teachers can guide students through the program. With dynamic content, students do not memorize the answers, they learn the topics. The Study Island Florida Comprehensive Assessment Tests 2.0 (FCAT 2.0) Preparation Program is specifically designed to help elementary school students master the content outlined in the Florida Comprehensive Assessment Tests 2.0 (FCAT 2.0) and Common Core State Standards. Study Island offers elementary school math, reading, social studies and science programs. The program was recently updated to reflect the Florida Standards. The cost will include online access for teachers and access for all students in grades three through six.

CONTRACT TERM:

The contract term shall commence July 1, 2014 and continue through June 30, 2015.

RECOMMENDATION:

It is the recommendation of Laura Rhinehart, North Area Superintendent, Katrina Hudson, Principal, Coquina Elementary, and staff to approve the attached agreement with Edmentum, Inc.

AUTHORITY FOR ACTION:
Florida Administrative Code 6A-1.012 (11)(b)

ACTION BY BOARD:

___ Approved Recommendation(s) Above & Awarded  Meeting Date:  June 26, 2014
___ Other ________________________________

Cheryl L. Olson, C.P.M., CPPO, FCCN
Director of Purchasing and Warehouse Services
The School Board of Brevard County, Florida
Sales and Services Agreement

The School Board of Brevard County, Florida, 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6601, ("School Board") does hereby retain the services of Edmentum, Inc., with an address of 5600 West 83rd Street, Suite 300, 6200 Tower, Bloomington, MN 55437 (hereinafter called "Contractor") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** Contractor shall perform the following services:
   Study Island Florida Grades 3-6 and Education City Science, Language and Math K to G2 as outlined in Exhibit A.

   Said services shall be completed to the satisfaction of Katrina Hudson, Principal, Coquina Elementary School.

   Services shall be considered complete June 30, 2015.

   The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

2. **Location of Services.** Services will be performed remotely.

3. **Term.** The term of this agreement shall be from the date last signed by both parties until June 30, 2015 unless terminated as provided herein, or extended by supplement to this agreement.

4. **Termination.** The School Board, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the Contractor shall be paid for services performed and completed under this agreement up to the date of termination only.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the Contractor shall receive payment as listed below. School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.

   A. A fixed fee of $8,028.46 (as detailed in Exhibit A).

   X Expenses are not authorized.

   Expenses shall only be incurred as authorized by School Board and as provided for by section 112.061, Florida Statutes.

6. **Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of the School Board. The Contractor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board. The Contractor has completed and signed the attached Exhibit B, Vendor Conflict of Interest Disclosure Form.
7. **Indemnification.** During the term of this agreement, the Contractor shall indemnify, hold harmless, and defend the School Board of Brevard County, its officers, agents, servants, and employees from any and all costs and expenses, including, but not limited to attorney fees, investigative and discovery costs, court costs, settlements, court/jury awards, punitive damages, special damages, etc. until the termination of the claim or until the termination of litigation whichever comes first; and any and all other sums which the Board, its agents, servants, and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability arising from, as the result of, or out of the products, goods, or services furnished to the School Board by the Contractor, its agents, servants or employees, or any of the Contractor’s equipment in operation or equipment parked or stored on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board’s property, intentional acts, or death of any person, group or organization, whether employed by the Contractor or the Board or otherwise. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the part of the School Board until both the Contractor and Board agree that the School Board was solely negligent. If the question of “solely negligent” should arise, a court agreeable to both parties may be engaged to settle this dispute.

8. **Insurance.** The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The following applies to the insurance requirements below for products or services from Contractors when all products, services, or work performed when totaled together will pay the contractor $25,000 or less during the fiscal year. The insurance requirements are as follows:

a. Insurance listed in 8.1 below: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured then the School Board reserves the right terminate this agreement.

b. Insurance listed in 8.2 below: All contractors whose work for the School Board involves products or services typical of the construction industry and the value of their products or services for the Board is in excess of $5,000, but less than $25,001 are required to carry this insurance to the limit listed below.

c. Insurance listed in 8.3 below: Any contractor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.

d. Insurance as listed in 8.4 below: Any contractor that has one or more employees or subcontracts any portion of their work to another individual or company is required to have Workers’ Compensation insurance to the limits listed below. Workers’ compensation exemption forms may be accepted for contractors that are sole owner/operators.

e. Insurance as listed in 8.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies from insurance carriers that have a rating of “A” or better and a financial size category of “VII” or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable for the procurement and delivery of products, goods, or services furnished to or for the School Board of Brevard County and any of its ancillary schools, departments, or organizations.

8.1. General Liability Insurance:
- Negligence including Bodily Injury: Per Claim $500,000
- Negligence including Bodily Injury: Per Occurrence $1,000,000
- Property Damage: Each Accident $500,000

8.2. Product Liability or Completed Operations Insurance:
- Negligence including Bodily Injury: Per Claim $250,000
- Negligence including Bodily Injury: Per Occurrence $500,000

8.3. Automobile Liability:
- Negligence including Bodily Injury: Per Claim $300,000
- Negligence including Bodily Injury: Per Occurrence $1,000,000
- Property Damage: Each Occurrence $300,000

*Updated 8-15-12*
8.4. Workers’ Compensation/Employer’s Liability:

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<th>Statutory Limits</th>
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<td>E.L. Each Accident</td>
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<td>E.L. Disease – Each Employee</td>
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<tr>
<td>E.L. Disease – Policy Limit</td>
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9. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Brevard County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

10. **Background Check.** The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor’s failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

11. **Assignability.** This contract is for the personal services of the Contractor and may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

12. **Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

13. **No Taxes.** The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

14. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

15. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

16. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

17. **Copyrights.** The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Updated 8-15-12.
Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

19. Access to and Retention of Documentation. The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this agreement.

19. Debarment. By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to Contractor or its principals.

20. Confidential Student Information. Notwithstanding any provision to the contrary contained in this agreement, Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(ess) incurred by or imposed upon the School Board arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent; representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes.

This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:

By: __________________________
Karen Henderson, Chairman

Date Approved: ____________________

ATTEST (WITNESS):
By: __________________________
Brian T. Binggell, Ed.D., Superintendent

CONTRACTOR:

By: __________________________
Print Name:  Mitchell Wacker

Print Title:  VP of Sales Operations

Date: 6/10/14

ATTEST (WITNESS):
By: __________________________
Print Name:  Ruth Grodahl

Print Title:  Sales Operations Coordinator

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<th>PROJECT</th>
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Send required insurance certificates to the Purchasing Department.
New Vendors: Send all completed Forms to the Purchasing Department.

Contractor Contact Name: Ray Chirnside
Email Address: Ray.Chirnside@Edmentum.com
Phone Number: 941-284-4719
Fax Number: __________________

Attachments:
Exhibit A – Scope of Work
Exhibit B – Vendor Conflict of Interest Disclosure Form
## EXHIBIT A

**ORDER FORM**

**Date:** 5/20/2014  
**Order Number:** 10222979  
**Revision:** 1  
**Order Form Expiration Date:** 8/18/2014

Please fax all pages to 1.877.610.0565 or email to orders@edmentum.com  
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

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### Customer and Billing Address

**Customer No.:** 155265  
**Customer Name:** COQUINA ELEMENTARY SCHOOL  
**Billing Address:** 850 KNOX MCRAE DR  
**TITUSVILLE, FL 32780-8406**

---

### Products and Services

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<th>Quantity</th>
<th>License Start Date</th>
<th>License End Date</th>
<th>License Term (In Months)</th>
<th>List Price for Term</th>
<th>Discount Applied</th>
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<td>76 - 125 Students</td>
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</table>

**Subtotal:** $8,028.46

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**SAVE on multiple year subscriptions! (please indicate your preference below)**

| 1 Year (6% Additional Discount)* | $8,028.46 |
| 2 Year (6% Additional Discount)* | $14,524.07 |

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Edmentum | 11 W. 7564, P.O. Box 1450 | Minneapolis, MN 55445-7564 | www.edmentum.com
3 Year (10% Additional Discount): $20,480.84
VENDOR CONFLICT OF INTEREST
DISCLOSURE FORM

DISCLOSURE REQUIREMENT:
All businesses ("VENDORS" or "VENDOR" of "VENDOR'S") that wish to conduct business with Brevard Public Schools ("BPS") must complete and return this form. Please note that all VENDORS are subject to the BPS Code of Ethics, which prohibits BPS employees, BPS consultants, and School Board members from having certain personal, business, or family relationships with persons or entities conducting (or proposing to conduct) business with BPS and which additionally prohibits the acceptance of gifts from VENDORS. The entire Code of Ethics may be viewed at http://ethics.brevard.k12.fl.us. The Code and its definitions are incorporated by reference into this Disclosure Form. If a VENDOR has a disclosable relationship, the VENDOR should assume that the relationship may pose a conflict of interest until notified to the contrary in writing by a BPS staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of BPS employees, BPS consultants or School Board members. Accordingly, disclosure also should be made for any such person connected with Vendor (e.g., officer, director, partner, shareholder, employee, sub-contractor, consultant, agent) that is likely to: (i) materially contribute to VENDOR’S preparation, drafting, or presentation of a proposal or bid for services, (ii) materially contribute to VENDOR’S negotiation of a contract with BPS, or (iii) perform material services under a contract with BPS. Below, these persons are referred to as "Disclosable Persons."

CERTIFICATION:
I hereby certify that, except as disclosed below, to VENDOR'S knowledge, there is no conflict of interest involving the VENDOR named below that would violate the BPS Code of Ethics, including that: (a) after inquiry, neither VENDOR nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any BPS employee, consultant, or Board member or his or her family member; (b) no BPS employee, consultant, or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in VENDOR or is engaged in a material personal business transaction with VENDOR; and (c) no BPS employee, consultant or Board member or his or her family member is employed by VENDOR. I further certify that, during any period prohibited by an applicable solicitation, neither the VENDOR nor anyone acting on its behalf has requested that any employee, consultant, or Board member of BPS exert any influence to secure the appointment of VENDOR under a contract or proposed contract.

VENDOR INFORMATION:

VENDOR Name: Edmentum, Inc.

VENDOR Phone Number: 800-447-5286

VENDOR Address: 5600 West 83rd Street, Suite 300 - 8200 Tower

Bloomington, Mn 55437

Federal Identification Number: 41-1646390

State of Incorporation or Domicile: Delaware

Continued…
Vendor Conflict of Interest Disclosure Form

DISCLOSURE STATEMENT:

I BELIEVE THAT THE VENDOR REFERENCED ON PAGE 1 DOES have a potential conflict (or conflicts) of interest with a current or potential BPS employee(s), BPS consultant(s), or BPS School Board Member(s).

☐ Yes, the above statement is true.
☒ No, the above statement is not true.

If you checked "YES" above, please provide the following information:

LIST the name(s) of BPS employee(s), BPS School Board member(s), BPS consultant(s), or BPS employees', BPS School Board members', or BPS consultants' family member(s) with whom there may be a conflict of interest:

1. N/A

PROVIDE A BRIEF DESCRIPTION of the nature of the potential conflict(s) of interest:

N/A

SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named herein, and that all of the information I am providing is true and complete and to the best of my knowledge:

________________________
 Mitchell Wacker
Print the name of the VENDOR’S Authorized Representative

________________________
 VP of Sales Operations
Print the Position/Title of the VENDOR’S Authorized Representative

________________________
 VENDOR’S Authorized Representative’s Signature

________________________
 6/10/14
Date

Rev: 9/13/2011
Exhibit C
School Board of Brevard County
District Data Confidentiality Agreement

I. This agreement, entered into between the School Board of Brevard County (hereinafter referred to as SBBC) located in Viera, Florida and Edmentum, Inc. (hereinafter referred to as the Contractor), located at 5600 West 83rd Street, Suite 300, 8200 Tower, Bloomington, MN 55437 for purpose of Study Island and Education City as outlined in Exhibit A.

Witnesseth that:

1) SBBC and the Contractor are subject to and must comply with pertinent district, state and federal regulations relating to the obtaining, use, and dissemination of records and record information derived from the systems of the SBBC.
2) SBBC is desirous of obtaining and Contractor is willing to provide such services so long as proper reimbursement is made and all applicable federal, state and district laws, rules, and regulations are strictly complied with.

II. Now, therefore, in light of the foregoing representations and the promises, conditions, terms, and other valuable considerations more fully set forth hereinafter or incorporated by references and made a part hereof, the SBBC and Contractor do mutually agree as follows:

1) SBBC agrees to:

2) Contractor agrees to:
   b. Insure that the appropriate personnel are fully trained in the proper handling, safekeeping, and use of confidential records and information derived from services of recovering SBBC Data.
   c. Promptly advise SBBC of any violation of this agreement.

III. Privacy and security requirement:

1) Contractor shall not co-mingle SBBC data with public data;
2) Contractor shall not duplicate and/or disseminate SBBC Data records acquired hereunder for use outside of Contractor’s organization except as authorized by SBBC. Sharing of SBBC Data information with other agencies is not permitted.
3) Contractor has been approved to SBBC data information and shall not use data information acquired for any other purpose.
4) Contractor shall destroy SBBC Data when they are no longer needed only in accordance with applicable laws, rules and regulations.

5) Contractor shall keep SBBC Data acquired hereunder in a secure file (encrypted to standards such as NIST SP-800-111 Guide to Storage Encryption Technologies for End User Devices, see src.nist.gov), safe, or other security device, such as locked file cabinet in an access controlled area, and shall take such further steps as are necessary to insure that the data is accessible only to those of its employees who have been trained in their proper use and handling of confidential data.

Provisions Incorporated

Contractor shall be bound by applicable federal and state laws, and rules of the SBBC dealing with confidential information to the same that User would be if such provisions were fully set out, herein.

This agreement supersedes any previous agreements, and may be amended or superseded by SBBC as needed to comply with district, state or federal laws or regulations or administrative needs of SBBC.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA:  

CONTRACTOR: Edmentum, Inc.

By: Gino Butto, Assistant Superintendent, Education Technology

Date Approved: _____________________________

Print Name: Mitchell Wacker

Title: VP of Sales Operations

Date: 6/20/14

ATTEST (WITNESS):

By: ________________________________

Print Name: ___________________________

Title: ________________________________

ATTEST (WITNESS):

By: ________________________________

Print Name: Ruth Grodahl

Title: Sales Operations Coordinator