



MIND Education  
5281 California Avenue, Suite 300  
Irvine, CA 92617  
949-345-8700  
866-569-7014  
www.mindeducation.org

**Please submit purchase orders:**  
**By email:** [purchaseorders@mindeducation.org](mailto:purchaseorders@mindeducation.org)  
**By Fax:** 1-866-569-7014  
**You can view our technical requirements [here](#).**  
**Thank you for being an ST Math partner!**

Created Date 2/27/2024  
Quote Number 00018930  
Expiration Date 8/31/2024  
Partnership Manager Karen Pankow  
Partnership Manager Email [kpankow@mindeducation.org](mailto:kpankow@mindeducation.org)  
Renewal Rep Mary Jane Smith  
Renewal Rep Email [mjsmith@mindeducation.org](mailto:mjsmith@mindeducation.org)  
Education Success Manager Anita Delgado  
Education Success Manager Email [adelgado@mindeducation.org](mailto:adelgado@mindeducation.org)

Bill To Name California Connections Acdmy - District  
Bill To 33272 Valle Road  
SAN JUAN CAP, CA 92675-4842  
United States

Ship To Name California Connections Acdmy - District  
Ship To 33272 Valle Road  
SAN JUAN CAP, CA 92675-4842  
United States

Product	Account	Quantity	Detail Description	Total Price
Renew ST Math Site Subscription (1-150 Students)	CA Connections Acdmy - Monterey Bay	1.00	Annual Renewal ST Math Site Subscription License:  - Annual ST Math Software license for all students, teachers, and administrators (1-150 Students Enrolled) - One (1) Virtual Training - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone	USD 3,500.00
Renew ST Math Site Subscription (151-250 Students)	CA Connections Acdmy - Central Vly	1.00	Annual Renewal ST Math Site Subscription License:  - Annual ST Math Software license for all students, teachers, and administrators (151-250 Students Enrolled) - One (1) Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone	USD 6,000.00
			Annual Renewal ST Math Site Subscription License:  - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled)	

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Education's Terms of Use as described at <http://www.mindeducation.org/misc/terms/>.

MIND Education complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindeducation.org/misc/privacy/>.



Renew ST Math Site Subscription (251+ Students)	CA Connections Acadmy - North Ca	1.00	<ul style="list-style-type: none"> <li>- One (1) Professional Learning Offering</li> <li>- Access to ST Math Academy on-demand professional learning modules</li> <li>- Embedded program help and tutorials</li> <li>- Ongoing Minor Software Updates</li> <li>- Technical Support Via Email and/or Phone</li> </ul>	USD 12,000.00
Renew ST Math Site Subscription (251+ Students)	CA Connections Acadmy - S. Ca	1.00	Annual Renewal ST Math Site Subscription License: <ul style="list-style-type: none"> <li>- Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled)</li> <li>- One (1) Professional Learning Offering</li> <li>- Access to ST Math Academy on-demand professional learning modules</li> <li>- Embedded program help and tutorials</li> <li>- Ongoing Minor Software Updates</li> <li>- Technical Support Via Email and/or Phone</li> </ul>	USD 12,000.00
Renewal ST Math Student Subscription	CA Connections Acadmy - Central Coast	34.00	ST Math Annual Service/Renewal Fee Includes: <ul style="list-style-type: none"> <li>- Renewal of ST Math Single Student Annual Software License for Indicated # of Students</li> <li>- Ongoing Minor Software Updates</li> <li>- Self-Guided Online Courses (Asynchronous via Web Browser)</li> <li>- Just-in-Time Live Webinars (Instructor-Lead via WebEx)</li> <li>- Technical Support during Standard Business Hours via Email or Phone</li> <li>- Weekly School Progress Reports Delivered via Email</li> </ul>	USD 1,190.00
Renewal ST Math Student Subscription	CA Connections Acadmy - North Bay	40.00	ST Math Annual Service/Renewal Fee Includes: <ul style="list-style-type: none"> <li>- Renewal of ST Math Single Student Annual Software License for Indicated # of Students</li> <li>- Ongoing Minor Software Updates</li> <li>- Self-Guided Online Courses (Asynchronous via Web Browser)</li> <li>- Just-in-Time Live Webinars (Instructor-Lead via WebEx)</li> <li>- Technical Support during Standard Business Hours via Email or Phone</li> <li>- Weekly School Progress Reports Delivered via Email</li> </ul>	USD 1,400.00

Subtotal USD 36,090.00

Grand Total USD 36,090.00

***\*Total does not include any applicable sales tax. If you are not tax exempt the final invoice may include sales tax, depending upon your state and local tax regulations. If you are tax exempt, please send a copy of your tax exemption certificate to [remittance@mindeducation.org](mailto:remittance@mindeducation.org) in order to ensure that sales tax is not included on your final invoice.***

Start Date 7/1/2024

End Date 6/30/2025

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Education's Terms of Use as described at <http://www.mindeducation.org/misc/terms/>.

MIND Education complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindeducation.org/misc/privacy/>.

Sales Order For:		Contact Information:	
Account	California Online Public Schools	Company Name	Nearpod, LLC
Address	33272 VALLE RD SAN JUAN CAPISTRANO, California 92675 UNITED STATES	Address	2911 Peach Street Wisconsin Rapids, WI 54494
Contact	Heather Tamayo	Nearpod Contact	David Gonzalez david.gonzalez@nearpod.com
		Company Phone	305-677-5030
Service Start:	07/13/2024	<b>Please Note:</b> If you are a <i>Tax-Exempt Customer</i> , please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.	
Service End:	07/12/2025		
Ask your Nearpod Rep about locking in your rate for up to 3 years with multi-year pricing.			

## PRODUCTS

Product	Quantity	List Price	Discount	Total
Nearpod Premium Plus - District	8500 - Students	\$51,680.00	(\$21,230.00)	\$30,450.00
Nearpod English Learner	300 - Students	\$6,800.00	(\$0.00)	\$6,800.00
Flocabulary Plus	8500 - Students	\$35,530.00	(\$11,330.00)	\$24,200.00
Nearpod Math Program	8500 - Students	\$48,705.00	(\$18,055.00)	\$30,650.00
			<b>Total</b>	(USD) \$92,100.00

**Special Terms:**

Nearpod Math Program is priced based on K-8th grade enrollment (40% off) since it does not yet include 9-12th grade content, however, the whole school will have access to the product.

This quote includes a complimentary 60-minute Nearpod Math implementation webinar training that is separate from the 3 paid trainings.

## Product Description Detail

### Nearpod Premium Plus - District

Nearpod Premium Plus - District:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

### Nearpod English Learner

Nearpod EL is a standards-aligned supplemental program that provides the content, tools, and organization needed to create daily differentiated learning experiences that maximize language acquisition for all learners. Nearpod EL empowers every teacher to:

- Differentiate instruction with EL Content Companions and language supports, all organized in one place
- Engage every learner with equitable learning experiences
- Know where students need help through real-time data

### Flocabulary Plus

Flocabulary Plus

Unlimited access to Flocabulary including:

- 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities
- Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections
- Student Accounts, enabling teachers to assign lessons and activities and view results of assessments
- Upcoming comprehension content and features exclusive to Flocabulary Plus with 200+ new lessons and a new interactive activity

### Nearpod Math Program

Nearpod Math Program

Powered by Nearpod Premium Plus, Nearpod Math is a supplemental math program that provides unlimited access to:

- Nearpod Math Library: 5,000 new standards-aligned lessons, videos and practice activities
- Virtual manipulatives: Fraction Tiles, Base 10 Blocks, Algebra Tiles, and Color Tiles
- Enhanced Course Navigation and reporting: designed to explicitly align to a districts' core curriculum with improved course navigation, standards-based search and preview functionality

## Training Policy

### Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

### Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

### Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

## PO Instructions: Please provide the following information on all POs submitted for an accepted Order

### Required

- Vendor Name – Nearpod, LLC
- Customer Name
- PO Number
- Line items for each Product being purchased and the amount for each line item Product
  - If training is included with your order, please ensure it is a separate line item with an amount listed
- Total Amount of the complete Order to match Sales Order form

### Requested but not Required

- Quote ID (If provided, it should match the Quote Number)
- Dates of Service

## Terms

This Sales Order is valid until:

Service will run from 07/13/2024 until 07/12/2025, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$92,100.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Terms of Service and License Agreement and Data Protection Addendum available at: <https://docs.renaissance.com/R67464>.

**Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.**

**If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.**

### Purchase Order Information (REQUIRED):

Yes [     ] – Please provide PO number below

No [     ]

PO Number: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tax Exempt #: \_\_\_\_\_



Subject: Nearpod 2024 W-9 Form

Dear Customer,

Effective December 31, 2023, Nearpod, Inc. was converted to Nearpod, LLC under Delaware state law. The result of this change is that Nearpod, LLC is now classified as a disregarded entity for federal and state income tax reporting purposes.

Nearpod's FEIN (46-0993679) remains the same. This change has no impact on the entity's sales and use tax reporting, excise tax, property tax, or payroll tax reporting. Quoting and invoicing continue to be performed under the Nearpod name and EIN number.

This change does impact the presentation of Nearpod's W-9 form. The purpose of Form W-9 is to ensure Form-1099 reporting is correct. This allows the IRS to confirm income earned is properly reported on the correct federal income tax return.

The Form W-9 and its instructions were updated in March of 2024 to clarify reporting requirements for disregarded entities. As Nearpod is now classified as a disregarded entity for income tax reporting purposes, the name of its parent (RL AcquisitionCo) must be listed on line 1 of the form, and its name (Nearpod LLC) must be listed on line 2. Additionally, per the instructions, its parent's FEIN (82-5287590) must be included in Part I.

To reiterate, Nearpod's FEIN (46-0993679) remains the same. However, the presentation on its W-9 form has been adjusted due to the change in its classification for federal and state income tax purposes.

We hope this context is helpful as you review this year's W-9 form. The attached W-9 form is the latest version issued by the IRS.

Sincerely,

The Nearpod Operations Team

Phone 1-855-NEARPOD (632-7763) | Fax 305-655-1999 | 2911 Peach St, Wisconsin Rapids, WI 54494 | [www.nearpod.com](http://www.nearpod.com)



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>RL ACQUISITIONCO INC.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above. <b>NEARPOD LLC</b>	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>PO BOX 8036</b> <b>6</b> City, state, and ZIP code <b>WISCONSIN RAPIDS, WI 54495-8036</b> <b>7</b> List account number(s) here (optional)	<b>Requester's name and address (optional)</b>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	
8	2
5	2
8	7
5	9
0	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person *John Sloane*

**Date** April 18, 2024

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



RENEWAL QUOTE

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

QUOTE # 4956965-2024-002  
DATE: MAY 20, 2024

TO:  
Leslie Dombek  
California Connections Academy  
33272 VALLE RD  
San Juan Capistrano, CA 92675

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Kelly Bailey	A23-4956965	September 27, 2024 – September 27, 2025	September 27, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 9,275 students, including:  Grades PK-8: 5,125 students Subjects: Math, ELA, Science, and Social studies	\$123,000.00	\$123,000.00
1	Grades 9-12: 4,150 students Subjects: Math and ELA  <i>K-8 math licenses include complimentary access to IXL's universal screener</i>  <i>Unlimited instructor accounts included</i>	\$74,700.00	\$74,700.00
SUBTOTAL			\$197,700.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$197,700.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 4956965-2024-002. For international accounts, we can accept wire transfers for an additional fee.



**SALES CONTRACT**

CONTRACT #198030

May 20, 2024

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

**CUSTOMER**

Leslie Dombek  
California Connections Academy  
33272 VALLE RD  
San Juan Capistrano, CA 92675

**RENEWAL INFO**

Salesperson	Account #	Quote #	Renewal period
Kelly Bailey	A23-4956965	4956965-2024-002	Sep 27, 2024 – Sep 27, 2025

**PAYMENT PLAN**

Amount	Invoice date
\$197,700	September 27, 2024
<b>TOTAL</b>	<b>\$197,700</b>

*Price valid until September 27, 2024*

**ACCEPTANCE OF SALES CONTRACT**

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

**AUTHORIZED SIGNATURE**

**DATE**

\_\_\_\_\_



## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:  
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail [orders@ixl.com](mailto:orders@ixl.com)  
Completed sales contracts should be emailed to your sales consultant.

ExploreLearning  
110 Avon Street, Suite 300  
Charlottesville, VA 22902

## Renewal Notice

For your ExploreLearning subscription  
EL Order #: 00165334

Your subscription to the items below  
will expire on: **08/31/2024**

### Ship To:

Leslie Dombek  
California Online Public Schools  
33272 Valle Road  
San Juan Capistrano, CA 92675  
USA

Choose your renewal term below - multi-year discounts are available!

Item # / Description	Quantity	Renewal Price
DISSCI-BUN2SUBJECT-V / Bundle: Science4Us + Elem + Secondary Gizmos 2-subject, district-wide license	6	\$54,959.70
RFLX-FRX2-BUN-V / Bundle: Reflex + Frax; Site License	6	\$29,560.00
Estimated Tax		\$0.00
<b>TOTAL</b>		<b>\$84,519.70</b>

Multi-Year Discounts		Savings of
<b>3 YEARS</b>	\$228,203.19	\$25,355.91
<b>2 YEARS</b>	\$160,587.43	\$8,451.97

EL Order #: 00165334

Renewal # of Years: (1,2 or 3 YEAR) \_\_\_\_\_

Total Renewal Price: \_\_\_\_\_

Tax Exempt (Y/N): \_\_\_\_\_

All ExploreLearning subscriptions and/or services are offered subject to ExploreLearning's standard license, terms of use and privacy policy (the "License Terms"), available on the product log in pages as supplemented by this notice - and ExploreLearning's K-12 processing (<https://web.explorelearning.com/k12processing>). By placing an order, customer confirms its acceptance of the License Terms.

**PLEASE NOTE THE EL ORDER # (00165334) MUST APPEAR ON PURCHASE ORDER(S) TO PROCESS.**

If the above price reflects sales tax and your organization should be tax-exempt, please send a current sales tax exemption certificate (including signature and date) via e-mail: [sales@explorelearning.com](mailto:sales@explorelearning.com) and cc: [hannah.carlson@explorelearning.com](mailto:hannah.carlson@explorelearning.com) or fax: 877-829-3039. Otherwise, **please remit total including applicable sales tax.**

Choose Method of Payment:

\_\_\_\_\_ P.O. – Signed P.O. must be included/attached.  
\_\_\_\_\_ Check – Payable to ExploreLearning  
\_\_\_\_\_ Visa, MasterCard, Discover or American Express

**Please send Purchase Orders via email:**  
**sales@explorelearning.com and cc:**  
**hannah.carlson@explorelearning.com or fax: 877-829-3039**

**PLEASE NOTE: Our remittance address for checks HAS CHANGED:**

ExploreLearning  
110 Avon St, Ste 300  
Charlottesville, VA 22902

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CVV: \_\_\_\_\_

Name on Card: \_\_\_\_\_

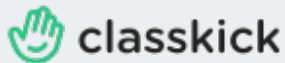
Phone: (\_\_\_\_) \_\_\_\_\_

**Please confirm your Primary Account Contact Name and Email:** \_\_\_\_\_

**Please confirm your PD Contact Name and Email:** \_\_\_\_\_

Questions – call us: 866.882.4141 ext 346 ([hannah.carlson@explorelearning.com](mailto:hannah.carlson@explorelearning.com))





# Renewal Quote

Classwork CO, DBA Classkick

[classkick.com](https://classkick.com)

**BILL TO:**  
**[Official] California Connections Academy**  
CA

**QUOTE #** 2021-40882  
**QUOTE DATE** 4/26/2024  
**QUOTE EXPIRES** 6/30/2024

DESCRIPTION	QUANTITY	1 YR TERM	2 YR TERM	3 YR TERM	3 YR TERM* (Paid Annually)
Classkick Pro Subscription	1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TERM DATE:</b> 07/01/2024		\$26,320.93	\$52,641.86	\$78,962.79	\$26,320.93
<b>DISCOUNT:</b>			5.00%	10.00%	Locked in price!
<b>TOTAL:</b>		<b>\$26,320.93</b>	<b>\$50,009.77</b>	<b>\$71,066.51</b>	<b>\$26,320.93</b>

**NOTES:**

Classkick Pro license is an unlimited license for all site administrators, teachers and students. PD sessions included.  
3 Year Term (Paid Annually, Locked in price) will have a nominal 2% percentage increase for years 2 and 3.

**Payment Method (Check One):**

☐ PO

☐ Check

☐ Wire Transfer

## Subscription Acceptance

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Title** \_\_\_\_\_ **Email** \_\_\_\_\_

**Signature** \_\_\_\_\_

This signature acknowledges the quoted price above and will initiate the purchase order and invoicing process.  
Submitted a signed quote will send an invoice and confirm your subscription.

## Subscription Assignments

**Classkick Pro Account Owner/Admin** ☐ Same as above

**Name** \_\_\_\_\_ **Email** \_\_\_\_\_ **Title** \_\_\_\_\_

**Billing Contact Email** ☐ Same as above

**Name** \_\_\_\_\_ **Email** \_\_\_\_\_ **Title** \_\_\_\_\_

## Remit payment to:

**Classwork Co, DBA Classkick**  
PO Box 772728  
Area #2223001  
Detroit, MI 48277-2728 USA

In the check memo please include:  
"Area #2223001"  
billspayable@classkick.com



Our W-9 is below (page 2 of this invoice) or you can download it here: [classkick.com/w9](http://classkick.com/w9).

Memberships are refundable for up to 30 days. Membership renews automatically unless canceled in writing or via a software application system earlier than 30 days before the end date.

This Order is governed by the terms of Classkick's Terms of Service found at [Terms of Service](#). Please see our [Privacy Policy](#).

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service		<b>Request for Taxpayer Identification Number and Certification</b>		<b>Give Form to the requester. Do not send to the IRS.</b>																																													
<b>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</b>																																																	
<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Classwork Co</b>																																																
	<b>2</b> Business name/disregarded entity name, if different from above <b>Classkick</b>																																																
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.																																																
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> <b>C Corporation</b> <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																																																
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____																																																
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																
	<input type="checkbox"/> Other (see instructions) ▶ _____																																																
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2045 W Grand Ave Ste B PMB 50472</b>			<b>Requester's name and address (optional)</b>																																														
<b>6</b> City, state, and ZIP code <b>Chicago IL 60612</b>																																																	
<b>7</b> List account number(s) here (optional)																																																	
<b>Part I Taxpayer Identification Number (TIN)</b>																																																	
<b>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</b>																																																	
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;"><b>Social security number</b></td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;"><b>Employer identification number</b></td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr></table>					<b>Social security number</b>																		or									<b>Employer identification number</b>																	
<b>Social security number</b>																																																	
or																																																	
<b>Employer identification number</b>																																																	
<b>Part II Certification</b>																																																	
<b>Under penalties of perjury, I certify that:</b>																																																	
<b>1.</b> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																	
<b>2.</b> I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																	
<b>3.</b> I am a U.S. citizen or other U.S. person (defined below); and																																																	
<b>4.</b> The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;"><b>Sign Here</b></td><td style="width: 45%;"><b>Signature of U.S. person</b> ▶ <i>Joy Moore</i></td><td style="width: 40%;"><b>Date</b> ▶ <b>01/17/2024</b></td></tr></table>					<b>Sign Here</b>	<b>Signature of U.S. person</b> ▶ <i>Joy Moore</i>	<b>Date</b> ▶ <b>01/17/2024</b>																																										
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<b>General Instructions</b>																																																	
Section references are to the Internal Revenue Code unless otherwise noted.																																																	
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .																																																	
<b>Purpose of Form</b>																																																	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																																	
<ul style="list-style-type: none"><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul>																																																	
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																	
<i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																	



Epic Creations, Inc.

228 Hamilton Ave. Floor 3, Palo Alto, CA 94301

#### Quote

Quote Number	00058690	Created Date	5/20/2024
Expiration Date	7/20/2024	Prepared By	Schools 3
		Email	schoolplus3@getepic.com

#### Account & Contact Information

Account Name	California Online Public Schools	Phone	209-432-9088
Contact Name	Thanette Short		

#### Address Information

Bill To Name	California Online Public Schools	Ship To Name	California Online Public Schools
Bill To	United States	Ship To	United States

#### Product Lines

Product	Product Code	Line Item Description	List Price	Quantity	Sales Price	Total Price
Epic School Plus	EPIC-000391	Epic School Plus offers 40,000+ eBooks and videos for students under 12. Accessible anytime, anywhere, on most devices. Includes educator tools, FERPA, and COPPA compliance. License: August 1 - July 31.	USD 12.00	4,225.00	USD 12.00	USD 50,700.00

Total Amount	USD 50,700.00
Net Amount	USD 50,700.00

#### Specific Terms & Conditions

Terms & Conditions \*Please reference this quote number on the purchase order.

\*Note that this quote does not include any applicable local taxes.

Please remit payment to:

Epic Creations, Inc.  
Account# 3300952814  
Routing# 121140399  
Swift Code SVBKUS6S  
Or  
Remit payment to:  
Checks to Epic Creations, Inc.  
228 Hamilton Ave.  
Floor 3

