



Date: 07/25/2024
Order Number: Q-647744
Revision: 1
Order Form Expiration Date: 07/31/2024

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 628884
Customer Name: Teach Public Schools
Billing Address: 10600 S. Western Ave
Los Angeles, CA 90047

Products and Services

Fall Semester EVL + EOA

Products	Qty	License Start Date	License End Date	License Term (Months)	Extended Price
EdOptions Academy Enhanced Virtual Instruction - 4 Days per week, up to 18 weeks	5	08/12/2024	12/16/2024	4	\$32,000.00
EdOptions Academy Services	1	08/12/2024	12/20/2024	4	\$0.00
EdOptions Academy Standard	100	08/12/2024	12/20/2024	4	\$25,000.00

Fall Semester EVL + EOA Subtotal: \$57,000.00

Total US Funds: \$57,000.00

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the earliest of the License Start Dates applicable to the products listed above

To the extent the products listed above include "EdOptions Academy" and "ALVS" enrollment products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the products table of this Order Form above, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section.

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

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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.

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 Agreement's 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 Agreement's 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.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name:

Last Name:

Email Address:

Customer Signature

Name (Printed or Typed)

Title

Date

Appendix A: EdOptions Academy/ALVS Products

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

Products	Price
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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 Success Coach Advisory Course	\$325.00
EdOptions Academy 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/ALVS Products

Applicable to the purchase of Enrollment Products:

Charges for all Enrollment Products purchased during the Term will be incurred at the prices listed in Appendix A. After your Prepayment Balance has been exhausted, charges for the purchase of Enrollment Products during the Term shall continue to be incurred at the prices listed in Appendix A.

Notwithstanding anything herein to the contrary, Prepayment Balances shall expire after 12 months of enrollment inactivity, measured from the Last Active Enrollment Date.

During the Term, Enrollment Funds may be applied to the purchase, pursuant to this Order, of any Enrollment Product.

For student enrollments during the Term in a specified Enrollment Product for which Prior Order Enrollment Funds have not been exhausted, charges for the purchase of the specified Enrollment Product shall be first drawn down from the Prior Order Enrollment Fund before charges are incurred at the prices listed in Appendix A.

Definitions:

"Enrollment Funds" means payment received for EdOptions Academy Standard Product and Enrollment Products that have not yet been drawn down by Enrollment Product purchases made pursuant to an order.

"Enrollment Products" means those products made available for purchase listed in Appendix A of an order and additional products designated by Edmentum; inquiries regarding such additional products not listed in Appendix A may be submitted to your Edmentum representative.

"License Start Date" means, if not specified in the License Start Date table above or otherwise herein, with respect to each Enrollment Product, the first date any of your students enroll in that Enrollment Product during the Term. If you have Enrollment Funds available from a Prior Order for the same Enrollment Product, the License Start Date for the same Enrollment Product purchased pursuant to this Order shall be the date on which Enrollment Funds from the Prior Order have been exhausted.

"License End Date" if not specified in the table above, means 12 months from the License Start Date.

"Last Active Enrollment" means the most recent enrollment in an Enrollment Product purchased during the Term.

"Last Active Enrollment Date" means the date governed by the Grace Period (described in Appendix A) applicable to the Last Active Enrollment.

"Prepayment Balance" means payments made pursuant to this Order that have not yet been drawn down by Enrollment Product purchases made pursuant to this Order.

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"Prior Order" means an active order for Enrollment Products having an effective date pre-dating this Order's Effective Date.

"Term" means the 12-month period following the Effective Date. If, as of the Term end date we maintain a Prepayment Balance, the Term shall be extended through the 12th month following the Last Active Enrollment Date or the date your Prepayment Balance has been exhausted, whichever is earlier.

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.

For Enrollment Products purchased pursuant to this Order Form, we provide a no charge "Grace Period" per product ("Grace Period"):

Enrollment Product or Instructional Coaching = 14 days
Yearly Enrollment Product = 30 days
Monthly Enrollment Product = 3 days

College Pathways School Year, if purchased, notwithstanding the License Start Date and License End Date definitions above, allows the student access to the College Pathways product for a set 12-month school year with a start date of 8/1 and end date of 7/31.

Active Yearly per Student if purchased, notwithstanding the License Start Date and License End Date definitions above, allows the student access for a 12-month period following initial enrollment date.

Enrollment extensions are available: 2 Weeks - \$25. 4 Weeks - \$50.

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 (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide 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 and/or student information system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's copy of unofficial transcript.

Customer 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:

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- 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 enrollments using Edmentum's secure student information system. Determine what course(s) students will take and assist administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Promptly notify us in the event that you become aware of a change in a policy, 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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