



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

Price Quote for Services  
Boone County Schools  
Florence KY  
Quote Number 162779  
Total \$14,400.00  
Date 7/28/2020

Payment Schedule		Contract Start	Contract End
PO Required		8/1/2020	7/31/2021

Site	Description	Comment	End Date	Qty
	Digital Libraries Enhanced CTE Library Add-on Concurrent User (available Fall 2020)		07/31/2021	120
1. Boone County High School				
2. Conner High School				
3. Larry A. Ryle High School				
4. Randall K Cooper High School				
			<b>Subtotal</b>	\$14,400.00
			<b>Total</b>	\$14,400.00

It's been a pleasure working with you!

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

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

**Boone County Schools**

**Edgenuity Inc. Representative**

Tim Renfro

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

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

Title: \_\_\_\_\_

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

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

The following term of use (the "Terms") constitute a binding agreement between you and Edgenuity Inc. ("we" or "us") and govern your use of both our public website, located at [www.edgenuity.com](http://www.edgenuity.com) ("Public Site") and our secure websites, located at [teacher.edgenuity.com](http://teacher.edgenuity.com) and [student.edgenuity.com](http://student.edgenuity.com) ("Secure Sites" and together with the Public Site, the "Sites"). Additional terms may apply to our Secure Sites.

If you do not agree to these Terms, you may not use the Sites or any products or services provided thereon. We reserve the right to revise these Terms at any time by updating this Edgenuity Inc posting and you are responsible for reviewing these Terms from time to time to become aware of any changes. Any revisions to these Terms shall be effective immediately upon posting.

## User Representations

As a condition of your access to and use of the Sites, you represent and warrant that:

1. You have not and will not provide false information or impersonate another person in your use of the Public Site and/or Secure Sites;
2. You will only use your own user name and password to access the Secure Sites;
3. You will maintain the confidentiality of your user name and password at all times;
4. You will not assist anyone in gaining unauthorized access to the Secure Sites;
5. You will only attempt to access the Secure Sites which you have been authorized to access; and
6. You will notify us if you are aware of any unauthorized use of your user name or password in an attempt to access the Secure Sites.

## Authorized Use of Content

The Sites, including all content thereon, are owned by us, our suppliers or licensors and are protected by U.S. and international intellectual property laws.

You agree not to access the Sites or use any content contained thereon for any commercial purpose. If you are a student, teacher or school administrator and you have received a valid user name and password to access the Secure Sites, you may access, download and/or print copies of any content on the Secure Sites to which you have been granted access solely for your own educational or instructional purposes, provided that no copies of the content shall be made for the benefit of and distributed to students who have not received access to the Secure Sites.

You agree to maintain all copyright and other intellectual property notices included in any of our content that you copy.

You may not modify, decompile, disassemble, decrypt, extract or otherwise reverse engineer any of our content, or create derivative works based upon all or part of the content.

We reserve all rights not expressly granted to you in these Terms and no additional rights are granted by implication, estoppel or otherwise.

## Code of Conduct

By using the Sites, you agree not to do any of the following:

1. Upload or transmit any communications or content of any kind that infringe or violate any rights of any party, including but not limited to, intellectual property, privacy and/or publicity rights.
2. Use the Sites for any purpose in violation of local, state, federal or international laws or regulations.
3. Use the Sites to distribute advertising or other unsolicited material.
4. Post any material that we, in our sole discretion, deem unlawful, obscene, defamatory, threatening, harassing, hateful or embarrassing to any other person or entity.
5. Express or imply that any of your content is endorsed by us.
6. Engage in any other activity that we deem improper or abusive.

We reserve the right, but shall not be required, to monitor, edit or remove your content from the Sites without notice for any reason or no reason without your permission.

## Third Party Content

You agree that we do not endorse and that we are not responsible for any third party content appearing on the Sites and that we shall have no liability for any

such content, including content that is false, misleading, abusive, defamatory, obscene or that violates any local, state, federal or international law or regulation or any rights of another individual or entity.

You also agree that we are not responsible for the content of any other websites linked to the Sites and that the inclusion of any link to such third party websites does not imply our endorsement of such websites. Your linking to any other off-site pages or other websites is at your own risk.

## Disclaimers and Limitations on Liability

WE DO NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED ON THE SITES AND SUCH INFORMATION IS PROVIDED ON AN "AS IS" BASIS. WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE OR NON-INFRINGEMENT, REGARDING ANY MATERIALS CONTAINED ON THE SITES.

WE MAKE NO REPRESENTATIONS WITH RESPECT TO THE AVAILABILITY OF THE SITES OR THE LACK OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE CODE ON THE SITES.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SITES OR OUR MATERIALS, INCLUDING LOST REVENUES, LOSS OF BUSINESS OR LOSS OF DATA.

IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE SITES EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE SITES, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION.

## Release and Indemnity

You agree that neither we nor any of our officers, directors, employees, agents or service providers shall have any liability to you for claims related to your use of the Sites and you hereby release us and our officers, directors, employees, agents or service providers from any and all such claims.

You acknowledge that certain security and privacy risks are inherent in your use of the Sites and the Internet generally, including the potential that any data or information transferred via the Sites may be subject to security breaches.

You agree to indemnify and hold us, our officers, directors, employees and agents harmless from any and all claims, liabilities, damages, and expenses (including attorneys' fees) relating to your content and your use of the Sites in violation of these Terms.

## DMCA Notice

If you believe your copyrighted work or trademark has been uploaded, posted or copied to any of the Sites in a way that constitutes copyright or trademark infringement, please notify our designated agent at: [legaldepartment@edgenuity.com](mailto:legaldepartment@edgenuity.com) or 480.423.0118 ext 1120. As soon as practical, we will investigate such claims and take appropriate action in accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, et seq.

Any claims that material on the Sites is defamatory or abusive towards you may be directed to the same contact.

## Miscellaneous

**Governing Law** – These Terms shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to any conflicts of law principles that would result in the application of the laws of another jurisdiction. You agree that any legal action or proceeding concerning your use of the Sites shall be brought exclusively in a state or federal court located in Phoenix, Arizona, and you submit to the exclusive personal jurisdiction of such courts.

**Assignment** – We may assign our rights and delegate our duties under these Terms to any party at any time without notice to you or any third party.

**No Implied Waiver** – Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.

**Severability** – The provisions of these Terms are severable. In the event that any court of competent jurisdiction determines that any provision is invalid or unenforceable, such validity and unenforceability shall not in any way affect the validity or unenforceability of the remaining provisions.

The terms below are used in our website and are registered trademarks of their respective organizations:

- AP®, Advanced Placement®, ACCUPLACER® and SAT® are registered trademarks of The College Board.
- ACT® and COMPASS® are registered trademarks of ACT, Inc.
- GED® is a registered trademark of the American Council on Education.

## Contact Information

If you have any other questions concerning the Sites or these Terms, please contact:

James Curtin- 480-423-0118, [james.curtin@edgenuity.com](mailto:james.curtin@edgenuity.com)

Terms of Use: Revised 01/15/16

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PLEASE NOTE OUR PRIVACY POLICY HAS CHANGED AND CAN BE [VIEWED HERE](#). CONTINUED USE OF THIS WEBSITE IMPLIES CONSENT WITH THE POLICY.

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Edgenuity Inc. ("Edgenuity," "we" or "us") values all our customers – the students, parents and education professionals who utilize our platform for online learning, blended learning and other services. Your safety and privacy are important to us, so we have developed and adopted the following policies to cover the use of our products and services. Please take a moment to familiarize yourself with our policies. The following Privacy Policy applies to the corporate website and any other related public or private website provided by Edgenuity, including:

[www.edgenuity.com](https://www.edgenuity.com), [teacher.edgenuity.com](https://teacher.edgenuity.com), and [student.edgenuity.com](https://student.edgenuity.com).

We strongly suggest you read this Privacy Policy as well as Edgenuity's Terms of Use for important information on the use of Edgenuity's services, and how Edgenuity protects customer and student information (see <https://www.edgenuity.com/terms-of-use/>).

#### 1. HOW INFORMATION IS COLLECTED AND USED.

Information about Schools: We request certain information when a School administrator registers a School with Edgenuity, and when we communicate with administrators and other education professionals online or via email. Typical information collected will likely include a name, school name, school district, school email address and/or account name and password, phone number, message content, and information relating to the School's information systems. We may also gather information provided by a School if the School sends us a message, posts content to our website or through our Service, or responds to emails or surveys. Once a School has enrolled with Edgenuity courseware, instructional services or professional development services, we will keep records of activities related to the Service. This information allows Edgenuity to provide, operate, maintain, and improve the features and functionality of the Service, to analyze our Service offerings and functionality, and to communicate with our Schools and website visitors.

Student Data: Once students are enrolled in Edgenuity courses, we may have access to personally identifiable information about students ("Student Data") through the courses used by the Students. We consider Student Data to be confidential and do not use such data for any purpose other than to provide the courses and other services on the School's behalf. The Schools may provide for students to log into the Edgenuity platform to access the Edgenuity courses that have been authorized by the School, often at a school facility or from a student's personal computer. The School is responsible for providing each student with login credentials and confirms that it has obtained appropriate parental consents, as needed, before the student is permitted to access the Edgenuity platform. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and title to such Student Data never passes to Edgenuity. Edgenuity has access to Student Data only on a need-to-know basis, as requested by the School and only for the purposes of providing the students with the ability to use the Edgenuity courseware and related services. Edgenuity will not use Student Data for any purposes other than those authorized pursuant to Edgenuity's contract with the School.

Students or parents should direct questions about the School's use of technology service providers like Edgenuity to their School administrator. If a Student contacts Edgenuity with a question about our Service, we will collect personal information from that Student only as necessary to respond to the Student's request and direct the Student to contact the Student's School, and we will then delete or anonymize the personal data of the Student after providing our response.

Automatically Collected Information: In some instances, Edgenuity may send a small text file containing a string of alphanumeric characters, known as "cookies", to your computer that uniquely identifies your browser and lets you log in faster and enhance your navigation through Edgenuity's website and platform. A cookie may also convey information to us about how you use the Service (e.g., the pages you view, the links you click and other actions you take on the Service), and allow us to track your usage of the Service over time. We may collect log file information from your browser or device each time you access the Edgenuity platform or courseware. The information collected through the use of cookies is anonymous and may include information such as your Internet Protocol ("IP") address, web request, browser type, number of clicks and how you interact with links on the Edgenuity platform, pages viewed, and other such information. The information allows for more accurate reporting and improvement of the Edgenuity Platform. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service. However, Edgenuity never sells Student Data for any reason, does not allow third party advertisers to collect information about the users of our Site or Service, and never shares such information with outside third parties unless expressly authorized to do so by the School or the affected student or parent.

We may use automatically collected information to: (a) remember information so that a user will not have to re-enter it during subsequent visits; (b) provide custom, personalized content and information; (c) to provide and monitor the effectiveness of our Service; (d) monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; (e) diagnose or fix technology problems; and (f) help users efficiently access information after signing in.

**Edgenuity is committed to adhering to the highest standards for protecting Student Data and privacy. Student Data is used**



only for educational purposes at the discretion of the School.

## 2. HOW WE SHARE YOUR INFORMATION

Edgenuity only shares personal information in a few limited circumstances, described below. We never rent or sell information for marketing purposes.

In limited circumstance, we may share information with others as follows:

- We may share information with technology service providers (e.g., web hosting and analytics services), but strictly for performing their work for us.
- We may share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our Terms of Use, or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our users.
- In the event of a change of control: If we sell, divest or transfer our business, we will not transfer personal information of our customers (including Student Data) unless the new owner intends to maintain and provide the Service as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own.
- How Student Data is shared: In addition to the actions described above, Edgenuity may facilitate the sharing of Student Data with third parties, though only when instructed and authorized to do so on behalf of the School. Some elements of our Service enable Schools to interact with parents, students, teachers and third party applications, for the benefit of the student's education. Edgenuity does not facilitate the sharing of any Student Data with third parties on the Edgenuity platform except on behalf of the School after the School has authorized a third party or application to access Student Data through the Service. Please remember that this Privacy Policy applies to the Edgenuity Services, and not to other services or third party applications which may have their own privacy policies. We believe it is the School's responsibility to carefully read the privacy practices of each third party application before agreeing to engage with the application through the Service.

**We store our data in the United States and we take strong measures to keep data safe and secure.**

## 3. HOW WE STORE AND PROTECT YOUR INFORMATION

**Storage and processing:** Any information collected through the Edgenuity platform is stored and processed in the United States. If you use our Service outside of the United States, you consent to have your data transferred to the United States.

**Comprehensive Information Security Program:** Edgenuity takes actions designed to ensure the security and confidentiality of Student Data, and maintains strict administrative, technical and physical procedures to protect information stored in our servers, which are located in the United States. Access to information is limited (through user/password credentials) to those employees who require it to perform their job functions. We use industry-standard Secure Socket Layer (SSL) encryption technology to safeguard the account registration process and sign-up information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to building and files.

In addition, whenever Edgenuity vendors or consultants may be given access to the Edgenuity platform, we require such vendors and consultants to adhere to the same standards above, and meet all other customer-imposed requirements for the protection of Student Data.

In the event of any unauthorized release, disclosure or acquisition of Student Data, Edgenuity maintains policies and procedures for identifying and mitigating data security breaches. Edgenuity will conduct an investigation to determine the nature and scope of any unauthorized release, disclosure or acquisition, and Edgenuity will promptly notify school officials, affected students, parents and/or legal guardians of unauthorized access to Student Data to the fullest extent required by applicable law.

## 4. YOUR CHOICES ABOUT YOUR INFORMATION

**Account information and settings:** If you have any questions about reviewing or modifying account information, contact us directly by emailing or calling Edgenuity's customer service department at [CustomerSupport@edgenuity.com](mailto:CustomerSupport@edgenuity.com) or 877-202-0338.

**Access to Student Data:** Schools are responsible for providing access to and controlling Student Data, and you should contact your School directly if you have any questions about reviewing, modifying, or deleting personal information of a student.

**How long we keep User Content:** Following termination or deactivation of a School or Student account, Edgenuity may retain profile information and content for a commercially reasonable time for backup, archival, or audit purposes, but any and all Student Data associated with the School will be deleted promptly. We may maintain anonymized or aggregated data, including usage data, for analytics purposes.

We do not collect any information from students without consent.

#### 5. COMPLIANCE WITH FEDERAL AND STATE LAWS.

Edgenuity is committed to compliance with all other federal and state laws and regulations governing student data privacy, including the federal Family Educational Rights and Privacy Act ("FERPA"), the California Student Online Personal Information Protections Act ("SOPIPA"), the Connecticut Student Data Privacy laws (C.G.S. §§ 10-234aa through 10-234dd), and other similar state laws.

#### 6. CHILDREN'S PRIVACY

Edgenuity does not knowingly collect any information from children under the age of 13 unless and until the School has obtained appropriate parental consent for the student to use the Service. Because Edgenuity collects and uses Student Data at the direction of and under the control of a School, Edgenuity relies on each School to provide appropriate notice to parents of the School's use of third party service providers such as Edgenuity, and for the Schools to provide consent, if necessary, and authorization for Edgenuity to collect Student Data, as permitted by the Children's Online Privacy Protection Act ("COPPA"). Please contact us at [Legal@Edgenuity.com](mailto:Legal@Edgenuity.com) if you believe we have inadvertently collected personal information of a child under 13 without proper consent so that we may delete such data as soon as possible.

#### 7. OTHER WEB SITES AND SERVICES

We are not responsible for the practices employed by websites, applications or services linked to or from our Service. We recommend that the School review the privacy policies of other applications before authorizing a third party to access data through the Service.

#### 8. EDGENUITY'S CHIEF PRIVACY OFFICER

To ensure continued compliance and to respond to particular questions or concerns regarding Edgenuity's privacy policy, Edgenuity has designated the Director of Legal Affairs for the company to serve as Chief Privacy Officer. Edgenuity's legal department can be reached at 877-202-0338 x 1006, or by email at [Legal@edgenuity.com](mailto:Legal@edgenuity.com).

#### 9. CHANGES TO OUR PRIVACY POLICY

Edgenuity may modify or update this Privacy Policy from time to time. If we change the policy in a material manner, we will provide at least 30 days' notice to the Schools so that you have sufficient time to evaluate the change in practice. You can always opt-out by deleting your account before the changes take effect.

## Your California Privacy Rights

This section provides additional details about the personal information we collect about California consumers and the rights afforded to them under the California Consumer Privacy Act ("CCPA").

Edgenuity collects and shares personal information for the business and commercial purposes described in Section 1 above ("HOW INFORMATION IS COLLECTED AND USED"). Details about the personal information we have collected over the last 12 months can also be found in Section 1. Edgenuity does not sell (as such term is defined in the CCPA) the personal information we collect and we will not sell it without first providing the option for you to opt out. However, we do use third-party cookies for our advertising purposes.

Subject to certain limitations, the CCPA provides California consumers the right to request more details about the categories or specific personal information we collect including how we use and disclose this information, how to delete their personal information, and how to opt out of any "sales" of this information. The CCPA also protects consumers from discrimination for exercising these rights.

Pursuant to rights under the CCPA, California consumers may submit a request to Edgenuity at [privacy@edgenuity.com](mailto:privacy@edgenuity.com). We will verify your request using the information associated with your account, including your email address. Government identification may be required. Consumers may also designate an authorized agent to exercise these rights on their behalf.

This privacy policy was last modified on February 6, 2020. Effective Date: July 1, 2018.





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