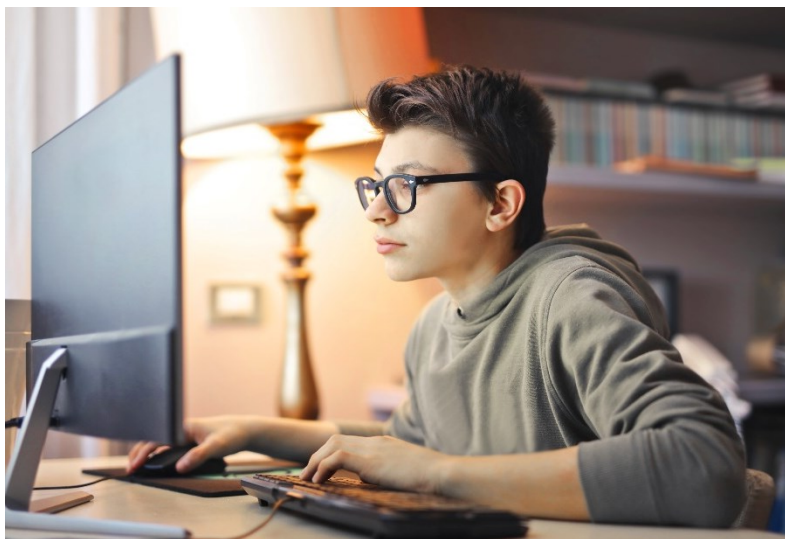


Georgia Connections Academy

ANNUAL REPORT

April 2021



Prepared by the Georgia Department of Audits and Accounts

Greg S. Griffin, State Auditor

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DEPARTMENT OF AUDITS AND ACCOUNTS

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April 28, 2021

The Honorable Brian Kemp, Governor
The Honorable Geoff Duncan, Lieutenant Governor
The Honorable David Ralston, Speaker of the House
Members of the State Charter Schools Commission
Members of the State Board of Education
Members of the Georgia Connections Academy Board of Directors

Ladies and Gentlemen:

In accordance with the O.C.G.A. § 20-2-2093, we have completed our annual report on Georgia Connections Academy for the 2019-20 school year.

The information used in the report was obtained from a number of sources, including the Georgia Department of Education (GaDOE), the State Charter Schools Commission (SCSC), the Governor's Office of Student Achievement (GOSA), Georgia Connections Academy, and the school's financial audits. As an annual report, the review was not conducted in accordance with generally accepted government audit standards. However, we used information from the source deemed most reliable and assessed all information to determine if it was reasonable.

We appreciate the cooperation and assistance provided by Georgia Connections Academy, SCSC, GaDOE, and GOSA during the review.

Respectfully submitted,

Greg S. Griffin
State Auditor

GSG/co

Mission Statement

The Department of Audits exists to provide decision-makers with credible management information to promote improvements in accountability and stewardship in state and local government.

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Changes in Reporting

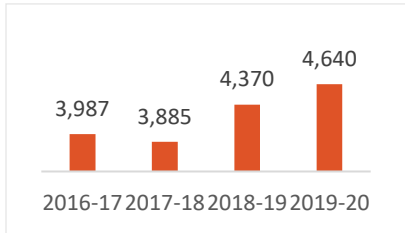
O.C.G.A. § 20-2-2093 requires the Department of Audits and Accounts to produce an annual report for each virtual charter school. The annual reports include information related to school enrollment and attendance, academic achievement, academic performance, governance, operations, staffing, finances, and future plans.

In the 2020 legislative session, the General Assembly changed the publication date of the report from December to April, which allows us to report more timely data. While we included the most recent data available in each of the prior annual reports, the publication date specified in the law meant that some information for the school year under review was not available prior to publication.

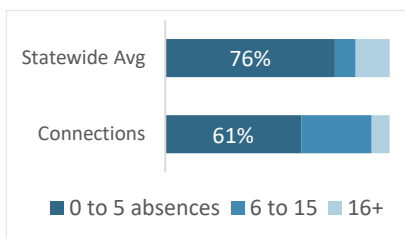
This year's annual report is also impacted by the COVID-19 pandemic. In the 2019-20 school year, Georgia Milestones tests were not administered and College and Career Ready Performance Index (CCRPI) was not produced due to the pandemic, both of which serve as the basis for a number of data points that we typically include in the annual report.

Enrollment & Attendance

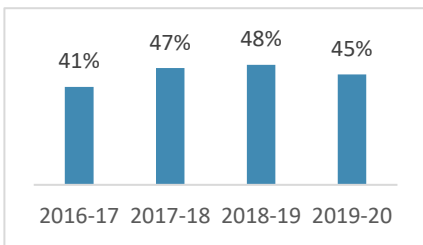
Georgia public schools are responsible for tracking and reporting data for student enrollment and attendance. This section contains enrollment, attendance, and various statistics which indicate the level of student participation at Georgia Connections Academy. Key points in this section include:



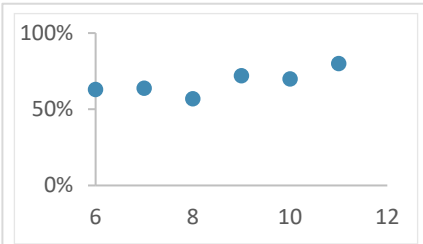
Connections' **total enrollment** has been between 3,800 and 4,700 students annually, and demographics are similar to Georgia's public school students. The exception is the school's lower percentage of economically disadvantaged students in the 2019-20 school year.



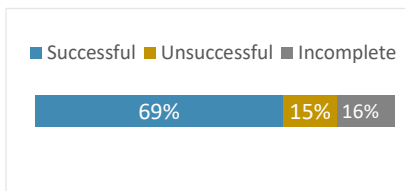
Student **attendance** at Connections is lower than most schools, with 61% of students missing five or fewer days in 2019-20. The variance may be partially attributed to the methodology Connections uses to calculate attendance, which is necessarily different than a traditional brick-and-mortar school. This variance can also be attributed to the ease of access to education associated with virtual schools.



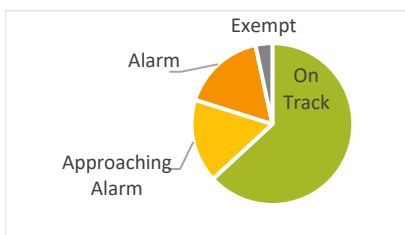
Approximately 29% of students **withdrew** before the end of the 2019-20 school year, with many transferring to another Georgia public school or to home school. The school's student mobility rate, which captures enrollments and withdrawals between October and May, was approximately 45%, higher than the statewide median rate in recent years of 16%.



Of students who completed the 2018-19 school year at Connections, approximately 67% returned the following year. The **retention rates** were highest in high school, reaching approximately 80% for those in 11th grade in 2018-19.



In the 2019-2020 school year, the overall **course segment completion** rate was 84%, with completion rates generally higher as the student grade level increased. Across all grade levels, the rate of students completing courses with a passing grade was 69% and the rate with failing grades was 15%.



Connections measures **student engagement** by tracking factors such as attendance, frequency of assignment submissions, frequency of teacher contact, and others. During the 2019-20 school year, approximately 34% of students were deemed in need of some type of intervention due to these measures.

School Enrollment

Connections, which serves grades five through twelve, had 4,640 students in the 2019-20 school year.¹ This was approximately 6% more than the 2018-19 school year, and includes the addition of the fifth grade in the 2019-20 school year.² As shown in **Exhibit 1**, the number of students in most of the subgroups tracked by the Georgia Department of Education (GaDOE) was similar over years 2018-19 and 2019-20. Asian students, Hispanic students, and students of two or more races increased most significantly in school year 2019-20, while American Indian and Pacific Islander students decreased.

Exhibit 1

Connections enrollment, 2016-17 to 2019-20 school years

	2016-17	2017-18	2018-19	2019-20
Total Students	3,987	3,885	4,370	4,640
Gender				
Male	1,859	1,794	1,891	2,063
Female	2,128	2,091	2,479	2,577
Race				
Hispanic	298	308	347	412
American Indian	11	15	16	11
Asian	94	76	76	104
Black	1,380	1,343	1,477	1,633
Pacific Islander	4	2	11	9
White	1,992	1,931	2,196	2,174
Two or More Races	208	210	247	297
Other Subgroups				
Student with Disabilities	416	448	477	563
English Language Learners	20	21	43	39
Economically Disadvantaged ¹	1,765	1,123	2,212 ²	2,381

¹ GaDOE defines economically disadvantaged as the number of students eligible to receive free or reduced-price meals. However, Connections does not serve lunch.

² Beginning in the 2018-19 school year, United States Department of Education approved the Charter School Poverty Rate Formula, which GaDOE used to calculate the poverty level for Connections. This formula allows poverty to be calculated from direct certified numbers that can be verified.

Source: GaDOE student enrollment records

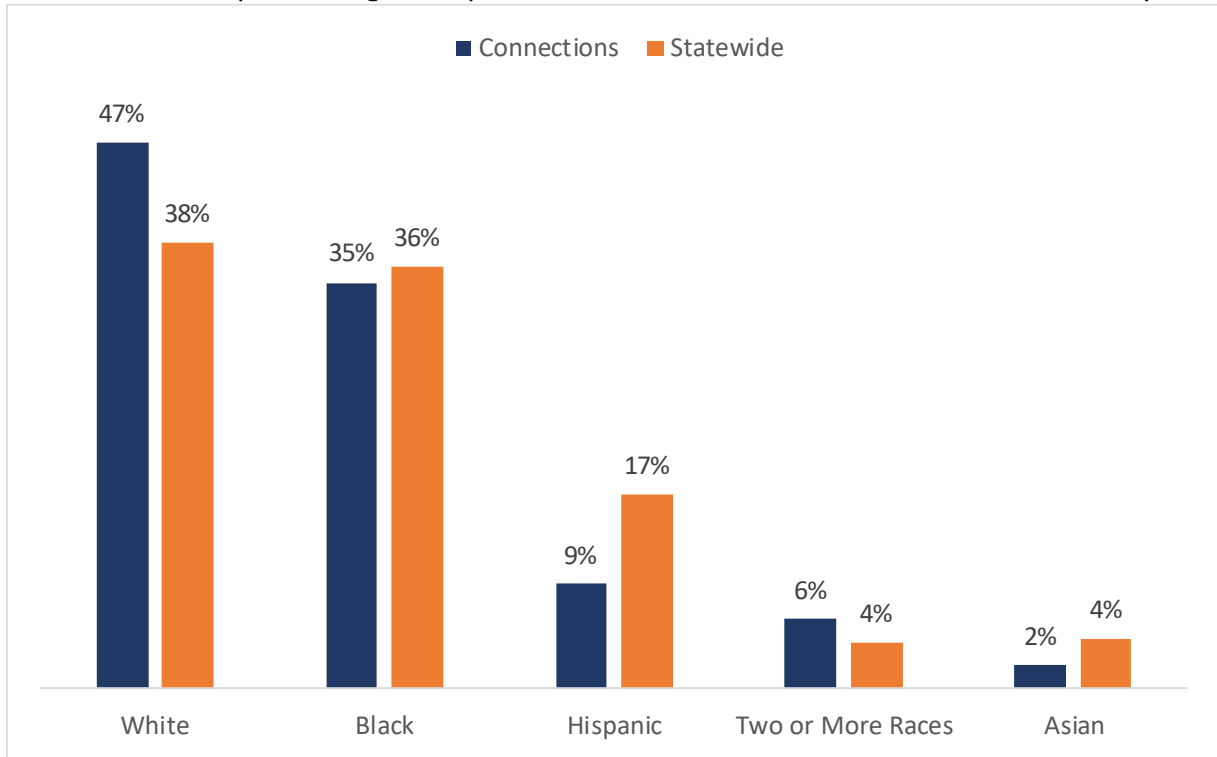
¹ For school funding purposes, student enrollment is captured during October and March full-time equivalent (FTE) counts. GaDOE uses the October count when reporting enrollment for a school year.

² The new charter for Connections (effective July 1, 2018 - June 30, 2021) stipulates that the school serves grades 6-12. Elementary grades were dropped for the 2018-19 school year. Subsequent performance reviews by the State Charter Schools Commission have allowed Connections to gradually add elementary grades back, beginning in the 2019-20 school year with 5th grade and 4th grade in school year 2020-21.

Connections has a racially diverse student population, somewhat similar to the demographics of Georgia’s public school students. As shown in **Exhibit 2**, Connections’ student body has a greater portion of White students and students of two or more races than the statewide enrollment and a smaller portion of Hispanic and Asian students in 2019-20.

Exhibit 2

White students represent a greater portion of Connections’ enrollment, 2019-20 school year¹

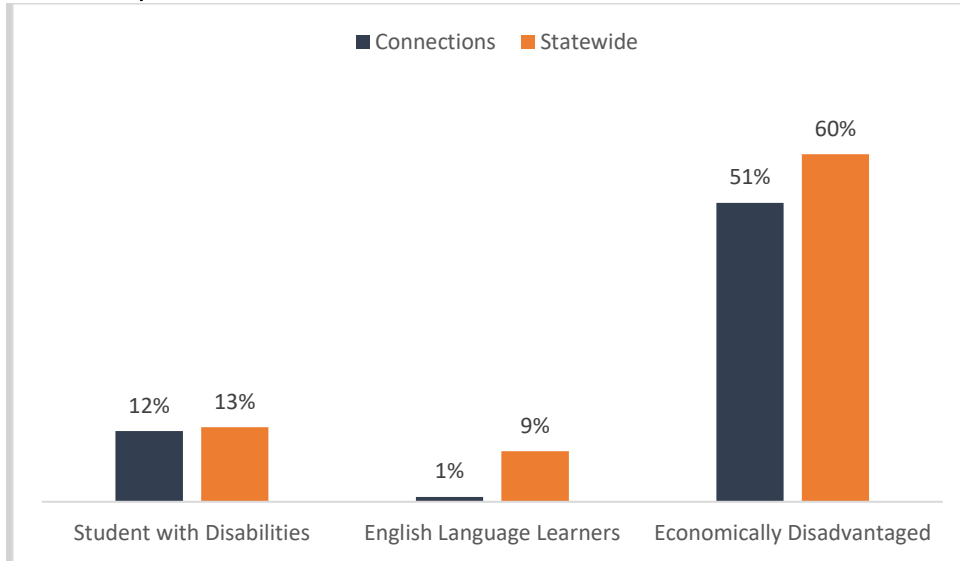


¹Total enrollment for American Indian and Pacific Islander students was less than 1% each.
Source: GaDOE student enrollment records

When looking at the other subgroups tracked by GaDOE, Connections had a similar portion of students with a disability as the statewide public school population. However, the portion who were English language learners or economically disadvantaged was significantly lower than the statewide population. As shown in **Exhibit 3**, only 1% of Connections students were English language learners, compared to 9% statewide in 2019-20. The school's economically disadvantaged population was 51%, compared to 60% statewide.

Exhibit 3

Connections had a smaller percentage of economically disadvantaged students enrolled, 2019-20 school year

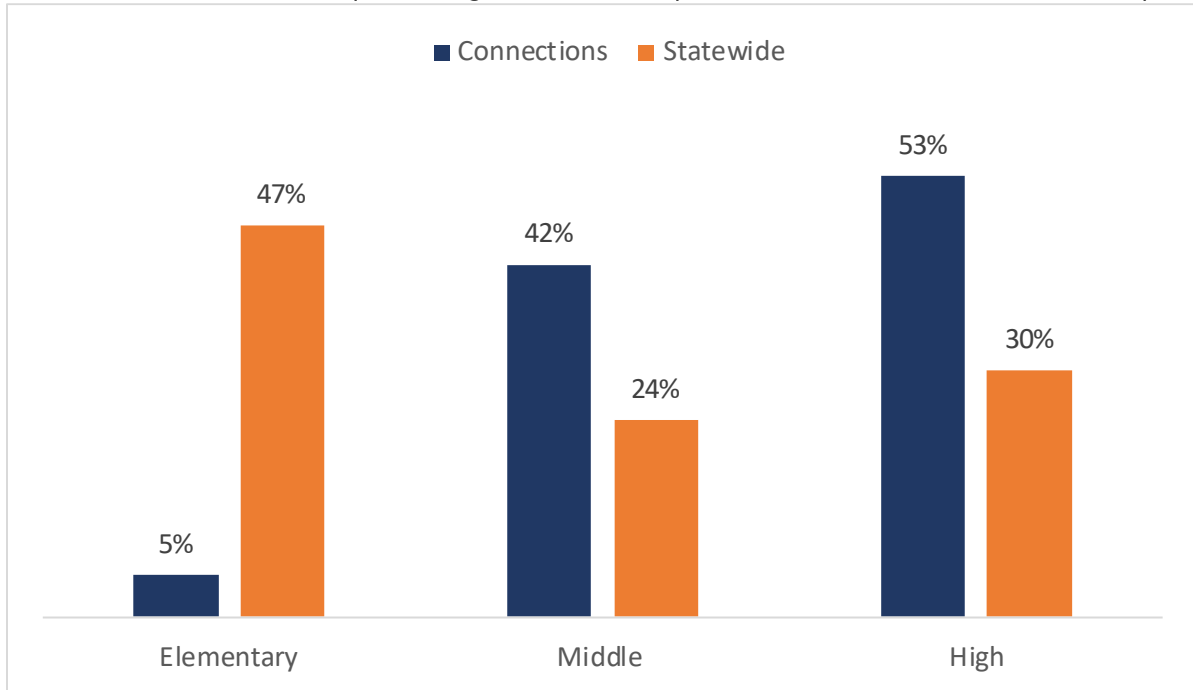


Source: GaDOE student enrollment records

Connections had a smaller percentage of students in elementary school and higher percentages of students in middle and high school than statewide public school enrollment (see **Exhibit 4**). Nearly half of all Georgia public school students were in elementary school during the 2019-20 school year, but the percentage was just 5% for Connections, because Connections only offered one elementary grade during the 2019-20 school year. Approximately 53% of Connections' students were in high school, 23 percentage points higher than the statewide number. Connections' middle school percentage of 42% was 18 percentage points higher than the statewide middle school percentage of 24%.

Exhibit 4

Connections had a smaller percentage of elementary students enrolled, 2019-20 school year

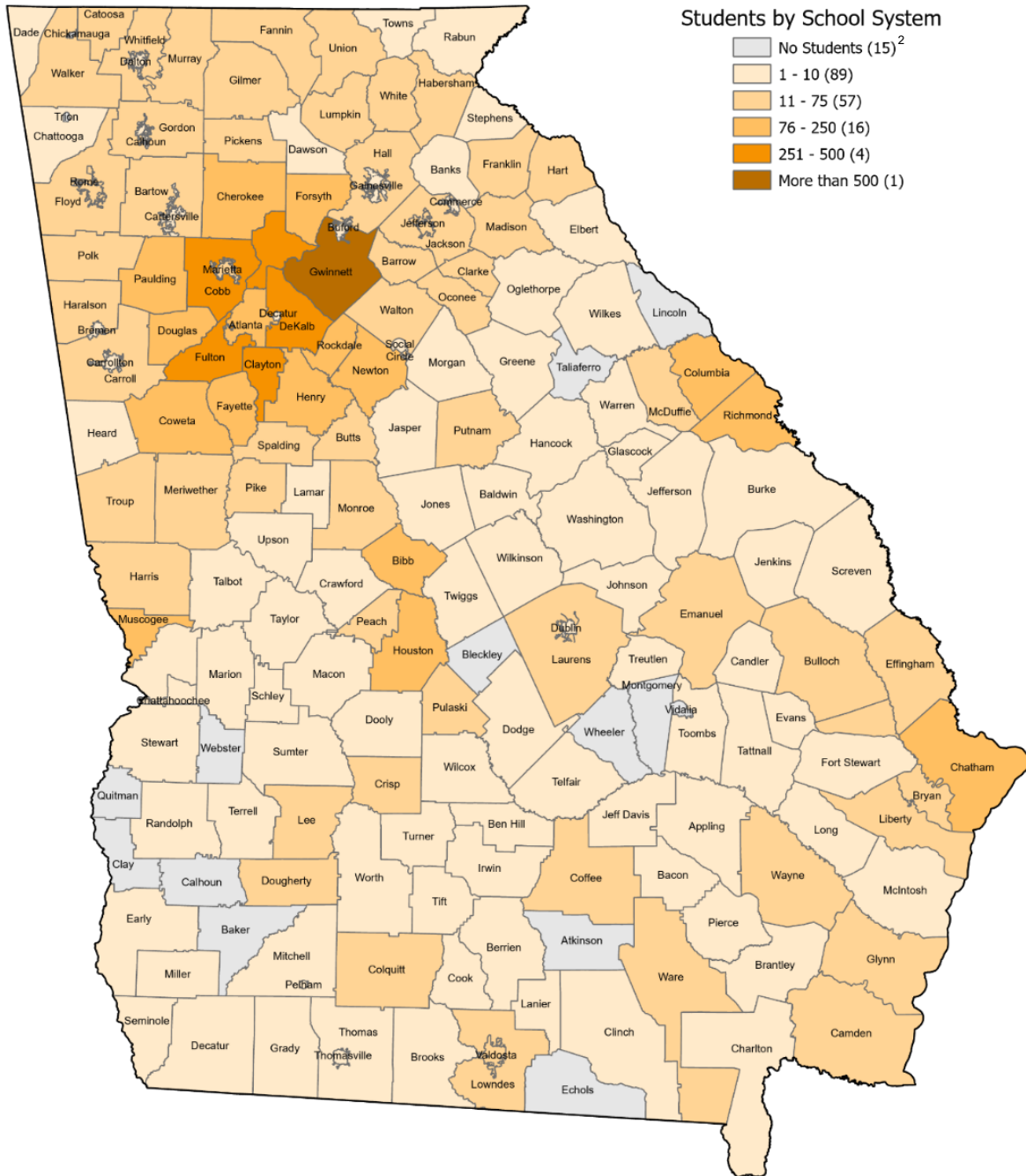


Source: GaDOE student enrollment records

As shown in **Exhibit 5**, most Connections students are from metropolitan Atlanta, with more than 500 enrolled students residing in the Gwinnett school district, and between 251-500 in Cobb, Clayton, DeKalb, and Fulton school districts. All but 15 school districts have residents enrolled at Connections.

Exhibit 5

Students enrolled at Connections are primarily located in the Atlanta metropolitan area, 2019-20 school year¹



¹ In addition to the state's 180 public school districts, the map shows Fort Benning and Fort Stewart as separate school districts. Some students were removed because they did not have a complete physical address on file.

² Includes 12 county and 3 city (Vidalia, Trion, and Chickamauga) systems

Student Attendance

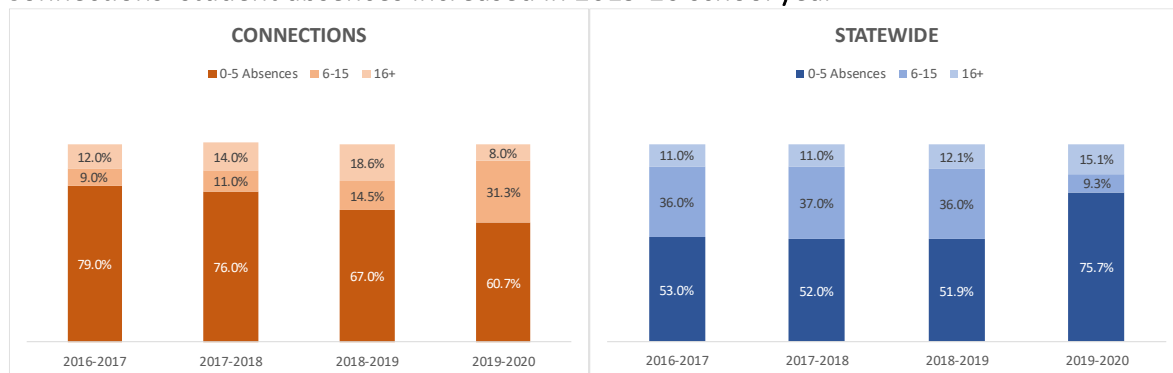
Student attendance is one predictor of academic performance in school. Low attendance rates are associated with decreased achievement in school and higher high school dropout rates. Measuring attendance in a traditional, brick-and-mortar school is relatively straightforward: a student is present if they are present in the classroom. Attendance in a virtual environment is less obvious. Because students may attend live lessons, view recorded lessons, or work offline, virtual schools may use a variety of methods to gauge attendance. Typical considerations include assignments submitted, teacher interactions, login data, and self-reported records provided by students or their learning coach (i.e., adult monitoring the student at home).

Connections calculates attendance based on submissions made by the learning coach. Connections asks that the learning coach enter attendance daily. According to GaDOE standards, students in the 6th - 12th grades are expected to complete 28 hours of school per week. Connections employs an attendance coordinator who compares attendance reported by the student's learning coach with student logins, assignment submissions, and teacher interactions. If the attendance coordinator determines that student logins and assignment submissions are not compatible with the attendance records submitted by the learning coach, the coordinator can adjust the student's recorded attendance.

For each school's annual report card, the Governor's Office of Student Achievement (GOSA) calculates the percentage of students who missed five or fewer days of school, 6 to 15 days, and 16 or more days. In the 2019-20 school year, approximately 61% of Connections students missed five or fewer days of school, 31% missed between 6 and 15 days, and 8% missed 16 or more days. Attendance has declined from the 2016-17 school year as shown below. However, Connections' attendance has been higher than the statewide rates in 2016-17 through 2018-19 (see **Exhibit 6**). Connections' Executive Director indicated that the increase in absences was a direct result of the COVID-19 pandemic in 2019-20. The statewide attendance has also been relatively stable over the prior three years, but in the 2019-20 school year, was impacted by COVID-19 pandemic when public schools were forced to switch to virtual learning, which impacted their ability to track and report attendance.

Exhibit 6

Connections' student absences increased in 2019-20 school year



Source: Governor's Office of Student Achievement (GOSA) Attendance Data and GaDOE student enrollment records

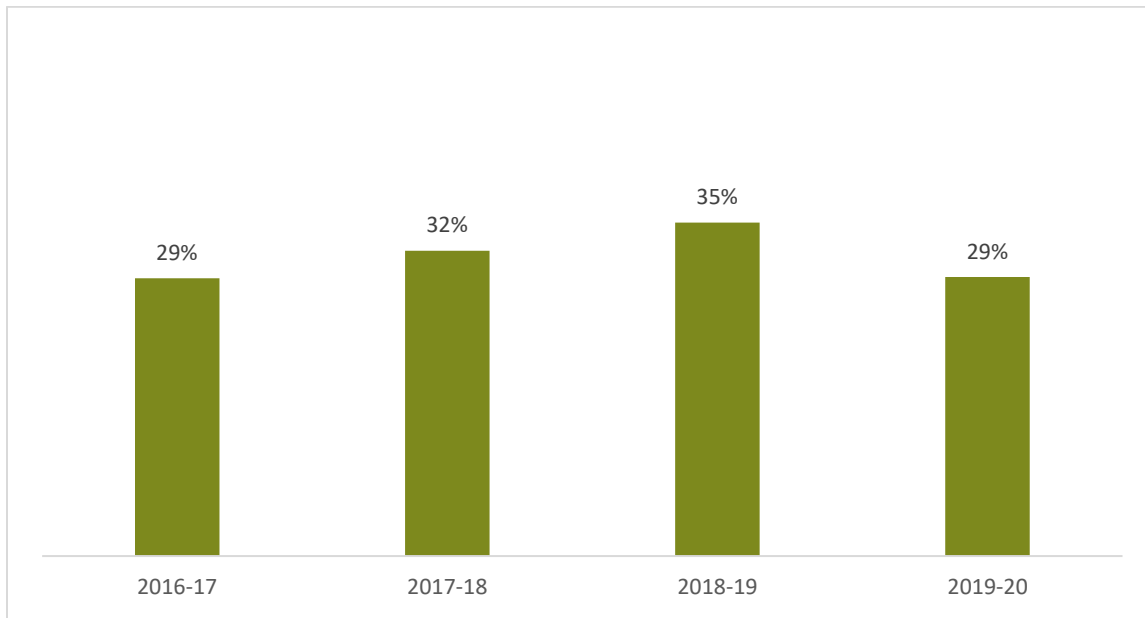
Attrition

Virtual charter schools normally experience a high amount of student mobility, or attrition through withdrawals. Withdrawals serve as the basis to calculate school attrition, which refers to students who are enrolled in school but withdraw prior to the end of the school year. In a virtual school, some students withdraw because they determine that they are not well-suited for a virtual education, lacking the discipline or educational support at home. Others may have enrolled to satisfy temporary needs (e.g., health issues, extracurricular activities, family issues) without an intention to remain in the school throughout the year. Regardless of the reason for withdrawals, changing schools can negatively impact student performance. Curriculum can vary among school districts and different teachers and classrooms move at different paces.

As shown in **Exhibit 7**, the percentage of students that withdrew from Connections before the end of the school year increased from 29% in 2016-17 to 35% in 2018-19 before dropping to 29% in school year 2019-20. In the 2019-20 school year, Connections recorded a total of 5,813 enrollments and 1,703 withdrawals.

Exhibit 7

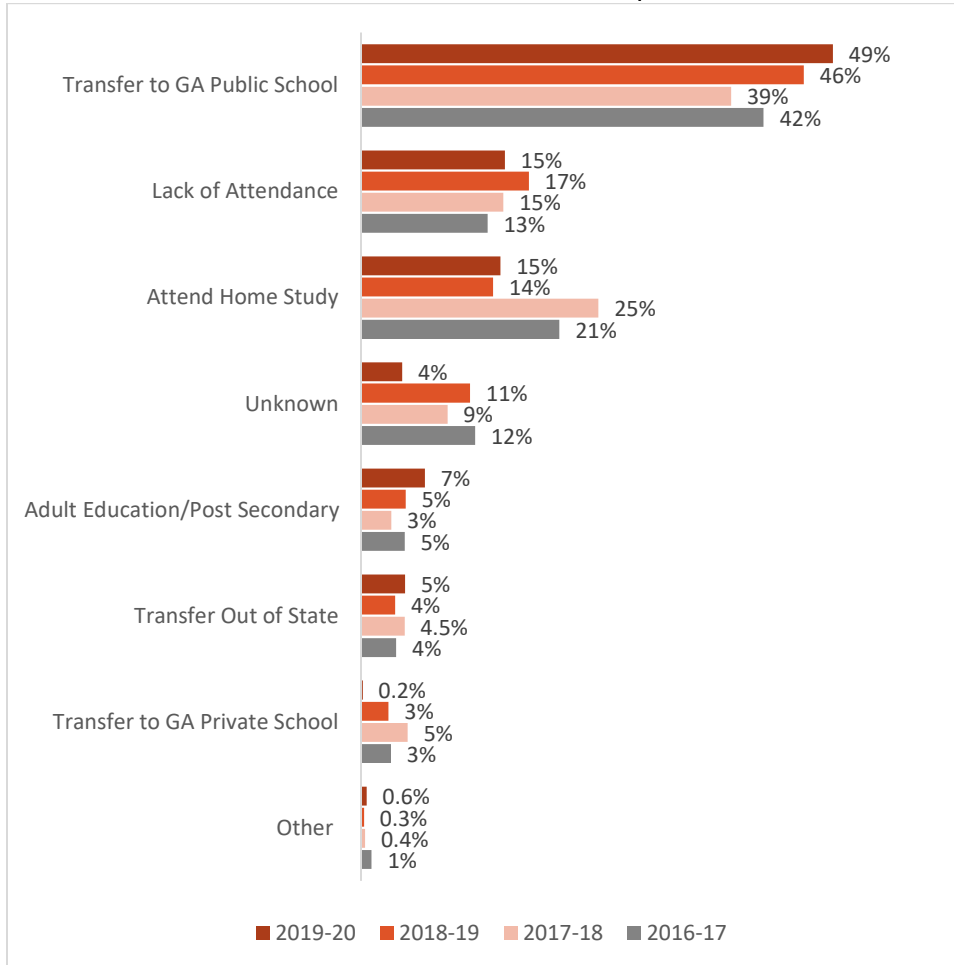
Connections' withdrawal rate increased from school years 2016-17 through 2018-19, but decreased in 2019-20



Source: GaDOE student enrollment records

As shown in **Exhibit 8**, 49% of withdrawals from Connections during the 2019-20 school year were students transferring to another state public school. This was the most common reason for withdrawals in each of the last four years, with annual withdrawals of 600 to 900 students. About 15% of withdrawals are due to those opting for homeschooling (shown as “attend home study” in **Exhibit 8**). Home study decreased from 299 students in 2016-17 to 247 students in 2019-20.

Exhibit 8
Reported reasons for student withdrawal from Connections
2016-17, 2017-18, 2018-19, and 2019-20 school years



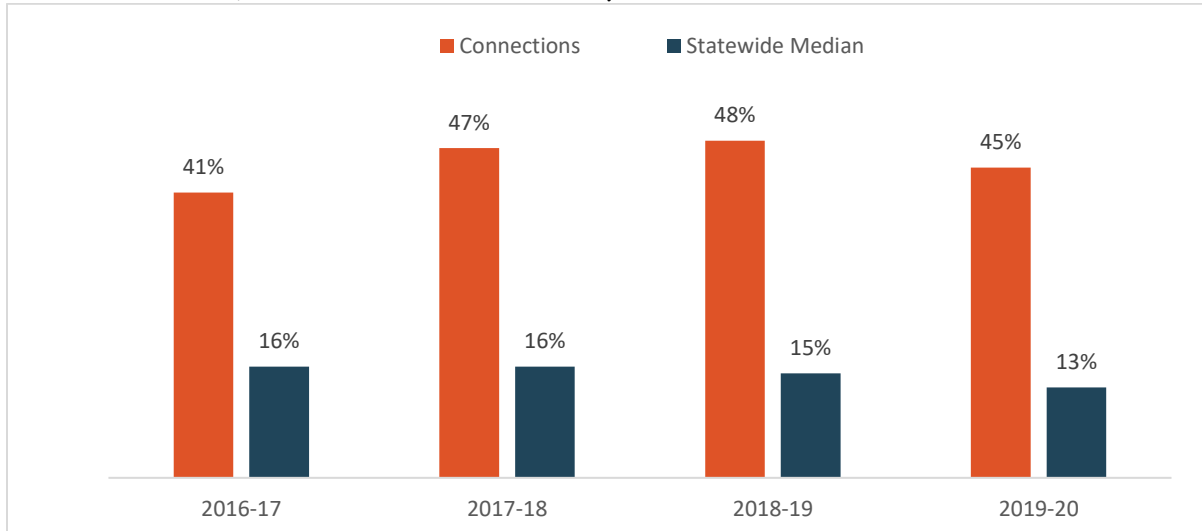
Source: GaDOE student enrollment records

GOSA also calculates a student mobility rate based on entries and withdrawals during the school year. GOSA determines this student mobility rate, also known as a “churn” rate, for all Georgia schools. The rate measures the percentage of a school’s students who entered or withdrew from a school between the October FTE count date and May 1st. Because the churn rate also includes students who entered school in its calculation, it is slightly different from the withdrawal rate.

As shown in **Exhibit 9**, Connections had a student mobility rate of 45% during the 2019-20 school year. The rate is slightly lower than the previous school year. The statewide median mobility rate for 2019-20 was 13%, slightly lower than in previous years. Research indicates that virtual schools generally have higher turnover rates than brick-and-mortar schools.

Exhibit 9

Connections' student mobility rate declined in the 2019-20 school year but is over double the statewide median, 2016-17 to 2019-20 school years



Source: GaDOE student enrollment records and GOSA mobility analysis

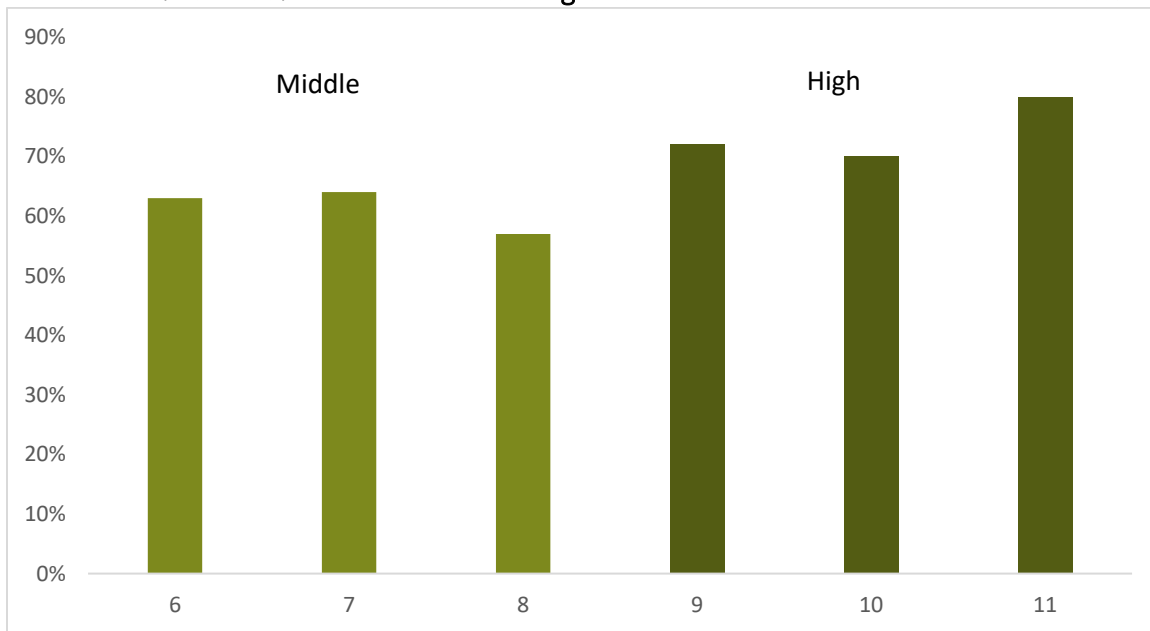
Student Persistence

Student persistence is the act of continuing towards an educational goal. It is a measure generally used in the postsecondary education environment, when students can more easily discontinue their education. Student persistence can be measured by a year-to-year retention rate for a school and can provide a proxy measure for students' satisfaction with the learning environment at their school.

We found that 67% of students who completed grades 6 through 11 in the 2018-19 school year returned the following year. High school students were more likely than middle school students to remain at Connections across the two years (**Exhibit 10**). The retention rates per grade level range from 57% in 8th grade to 80% in 11th grade.

Exhibit 10

Between 57% and 80% of students in each grade level returned to Connections in 2019-20

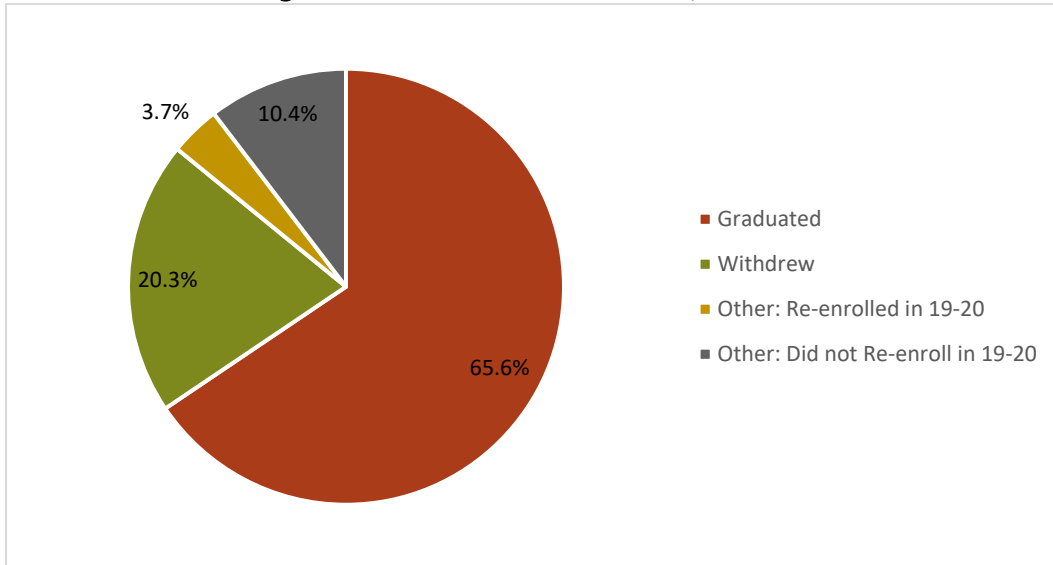


Source: GaDOE student enrollment records

We also examined the persistence of students who are likely old enough to discontinue their education – non-graduating seniors. In the 2018-19 school year there were 482 Connections students in the 12th grade. While the majority (65.6%) graduated in 2018-19 and another 20.3% withdrew, 14.1% of students did not graduate or withdraw. Of those non-graduating seniors, 3.7% (18) re-enrolled at Connections the following year, and 10.4% (50) did not re-enroll (see **Exhibit 11**).

Exhibit 11

4% of Non-Graduating Seniors re-enrolled in 2018-19, 10% did not re-enroll

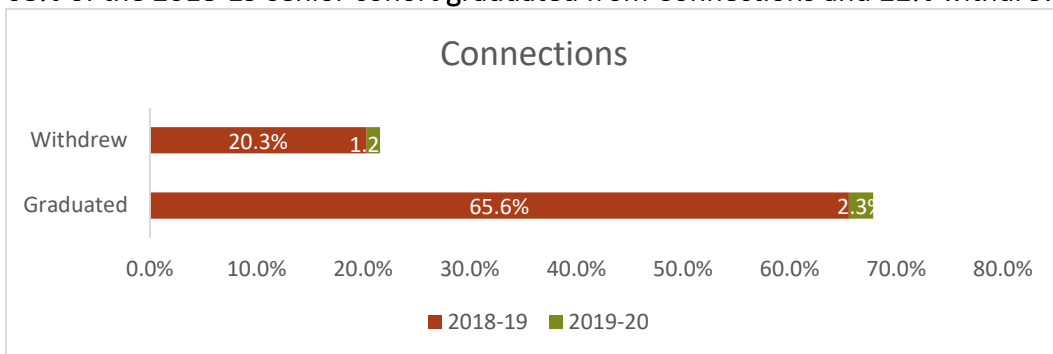


Source: GaDOE student enrollment records

We found that an additional 2.3% (11) of 2018-19 seniors graduated in 2019-20, bringing the graduation rate to 67.8% over two years (see **Exhibit 12**). Another 1.2% (1) of students withdrew in 2019-20, bringing the withdrawal rate to 21.6%.

Exhibit 12

68% of the 2018-19 senior cohort graduated from Connections and 22% withdrew



Source: GaDOE student enrollment records

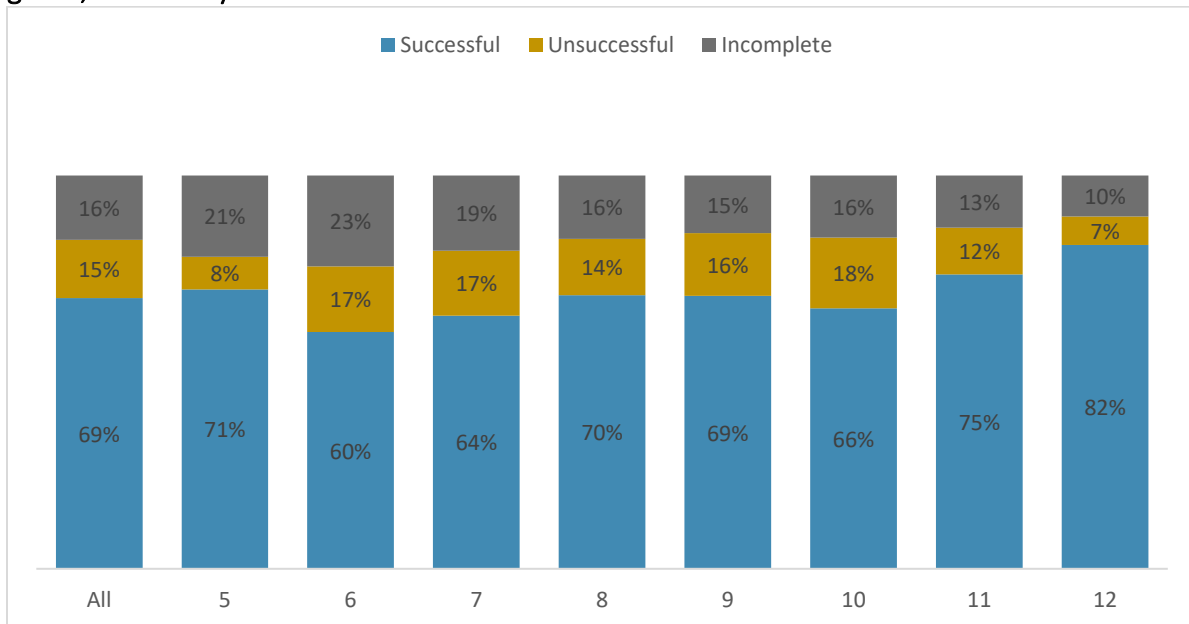
Course Segment Completion Rate

Given student mobility and attrition, not all students will complete their enrolled courses. GaDOE data does not permit a determination of the percentage of students who complete a course, but we were able to determine the portion that complete a course segment. A yearlong course will often have two segments (first and second semester). Completing a single segment in a multi-segment course does not result in academic credit; a passing grade in the final segment is required.

In the 2019-20 school year, the course segment completion rate was 84% (see **Exhibit 13**), with rates for grade levels ranging from 76.9% to 89.6%. The rate of students completing courses with a passing grade (i.e., successful completions) was 69% across all grade levels, ranging from 60% in 6th grade to 82% in 12th grade. The percentage of students who completed the course with a failing grade (i.e., unsuccessful completions) was highest in 10th grade at 18%.

Exhibit 13

Connections students completed a majority of course segments, but about 30% with a failing grade, in school year 2019-20

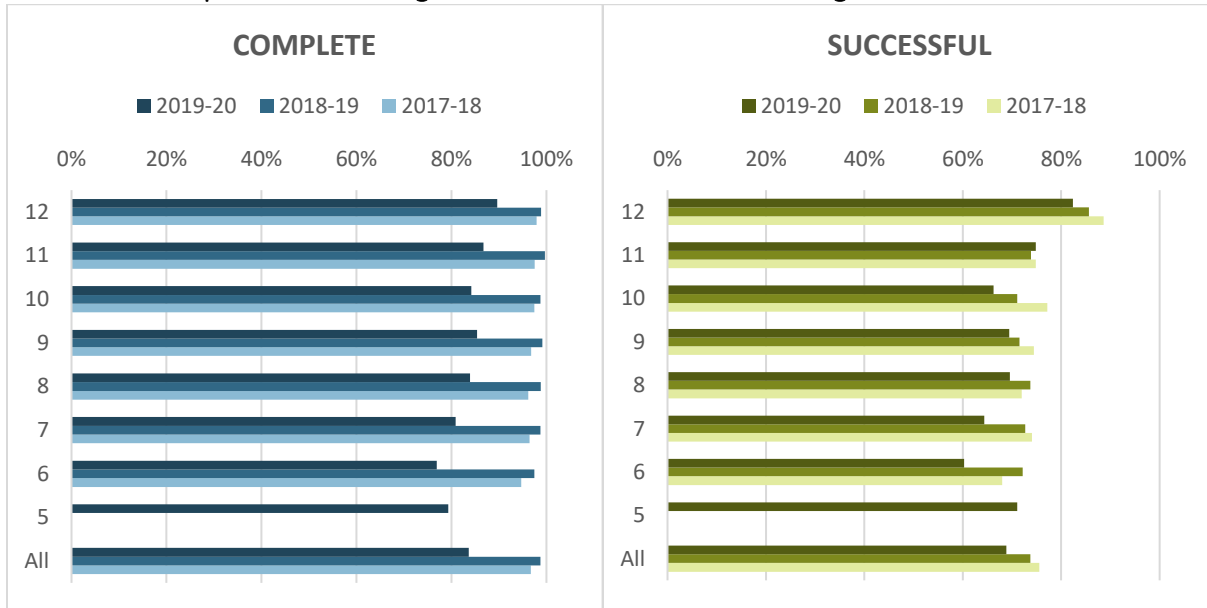


Source: Connections course records

The rates of completion and success for Connections students for school year 2019-20 declined from school years 2017-18 2018-19 (see **Exhibit 14**). The completion rate decreased for each grade level, while the rate of successful completions decreased overall. Grade eleven saw an increase in passing grades, but the remaining grades show decreases in passing grades. The 2019-20 was the first school year for fifth grade.

Exhibit 14

Percent of completed course segments and successful course segments decreased in 2019-20



Source: Connections and GaDOE course records

Student Engagement

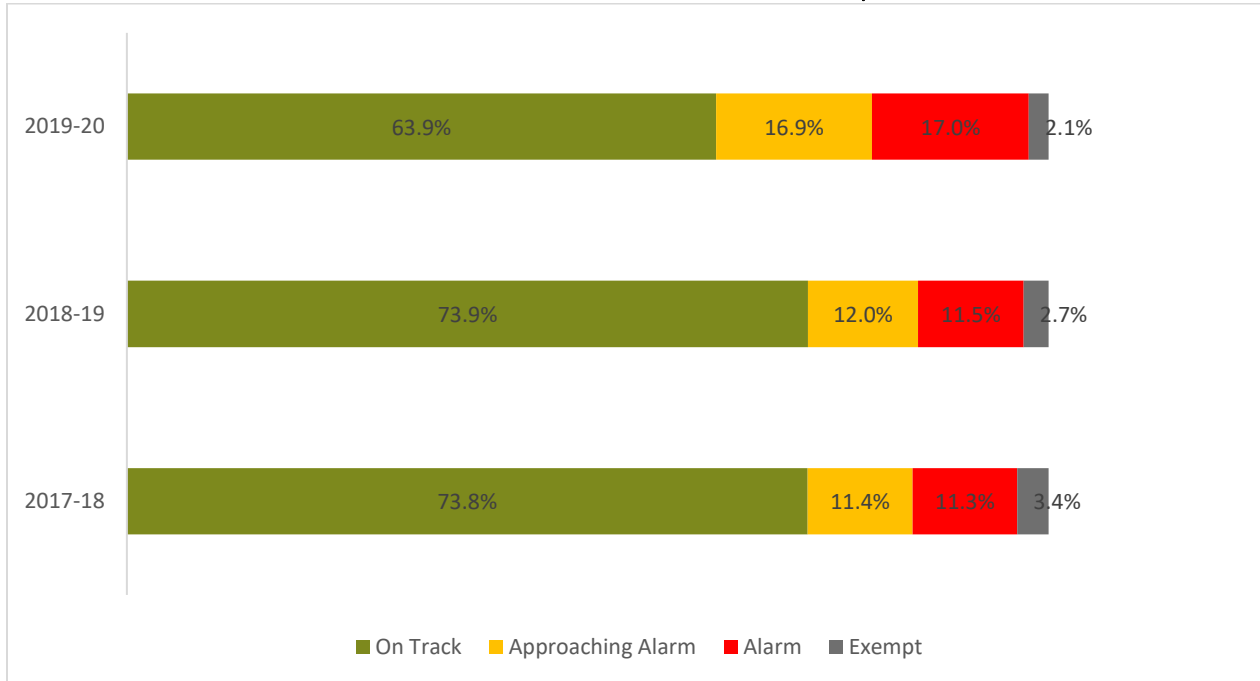
Student engagement is the degree to which students are attentive and interested in their coursework, and engaged students are more likely to perform well in school. Common measures of engagement, such as students raising their hands to pose or answer questions, participating in class discussion, or interacting with teachers in the classroom, are not available in an online environment. As such, virtual schools must develop systems to define and capture student engagement.

Connections measures student engagement through an “Escalation System” developed by the school. The system places students into one of three categories—on track, approaching alarm, and alarm—based on factors such as attendance, frequency of assignment submissions, frequency of contact with a teacher, and others. If a student consistently submits assignments, interacts with teachers, and has grades over the required percentage, the student is on track. Students who do not meet the standards are moved into approaching alarm status, with continued non-compliance leading to a student being placed into alarm status.

During the 2019-20 school year, 4,108 students were tracked in Connections’ Escalation System. As shown in **Exhibit 15**, Connections reported that 63.9% remained on track as of April 1, 2020. The approaching alarm and alarm categories had 16.9% and 17% of students, respectively. Approximately 2% of students were exempt from the system due to being enrolled for fewer than 21 days. A higher percentage of students were in approaching alarm and alarm than in the 2017-18 and 2018-19 school years.

Exhibit 15

Slightly fewer students at Connections are reported to be engaged in coursework and submitting materials on time in 2019-20 than in 2017-18 and 2018-19 school years

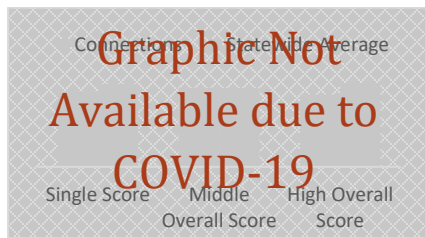


Source: Connections Escalation Report System

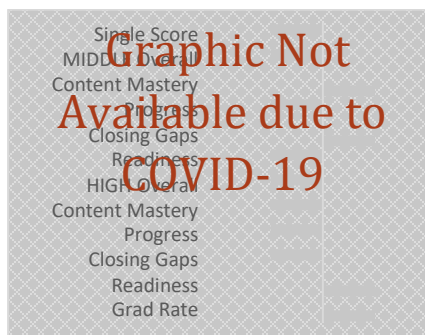
Academic Achievement, 2019-20 School Year

Charter schools are expected to use their flexibility from certain state and local rules to raise student achievement. Numerous methods are used to measure academic achievement in Georgia’s public schools. For the academic measures that follow, 2019-20 school year data was used. Some academic performance data for the 2019-20 school year is not available because of the COVID-19 pandemic and, as a result, is not included.

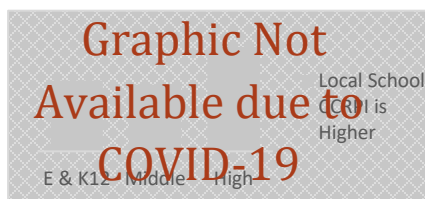
Key points in this section include:



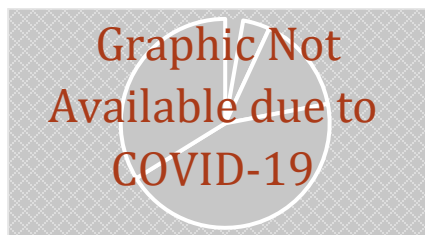
In the December 2019 annual report, we included the 2018-19 CCRPI; however, because of the COVID-19 pandemic, the GaDOE did not publish a CCRPI for the 2019-20 school year.



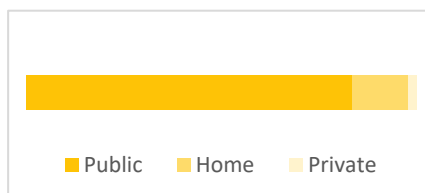
In addition to the single score and overall scores, CCRPI contains several sub-scores for each grade band (elementary, middle, and high), including content mastery, progress, closing gaps, and readiness. In the 2019 Annual Report, we reported that when looking at the **change in sub-scores from 2017-18 CCRPI to 2018-19 CCRPI**, we found that while Connections improved in four sub-scores, most sub-scores decreased in the 2018-19 year. This information is not available for the 2019-20 school year.



Alternative options for students enrolled at Connections include attending a local district school, home school, or private school. In the 2019 Annual Report, we reported that most students enrolled in 2018-19 live close to a traditional, brick-and-mortar public school with a CCRPI score higher than Connections. This information is not available for the 2019-20 school year.



In the 2019 Annual Report, we reported that the majority of Connections students enrolled in 2018-19 live near a local district school with a **climate rating** of 4 or 5; the climate rating scale is from 1 (low) to 5 (high). Information is not available for the 2019-20 school year.



Over 78% of Connections’ new students in 2019-20 **previously attended** another Georgia public school. Some new students transferred from home school (14%) and private school (4%).

College and Career Ready Performance Index (CCRPI)

The College and Career Ready Performance Index (CCRPI) is an accountability tool the state uses to measure performance and hold schools accountable for student achievement. In the December 2019 annual report, we included the 2018-19 CCRPI; however, because of the COVID-19 pandemic, the GaDOE did not publish a CCRPI for the 2019-20 school year.

School-Specific Academic Goals

In addition to academic measures listed above, Connections has established an internal academic goal in its charter. The Connections charter includes the goal that 75% of graduating seniors that have completed their Post-Secondary Option Dataview should be accepted to at least one of their post-secondary options (two-year college, four-year college, vocational school, or military service). The State Charter Schools Commission found that Connections met the graduating senior measure in the 2017-18, 2018-19, and 2019-20 school years.

Alternative Academic Options

Students enrolled at Connections have several alternatives for obtaining an education, including attending a local district school, private school, or home school. The availability of these options may vary for some students.

Local District School

Students enrolled at Connections have the option of attending one of 2,300 public schools throughout the state. These schools are operated by the 181 school districts and are available to students who live within the school's attendance zone. These schools are publicly funded and available to all students.

In prior year annual reports, we compared the CCRPI scores of traditional, brick-and-mortar public schools that Connections' students lived close to with Connections' CCRPI score; however, because of the lack of testing because of the COVID-19 pandemic, the CCRPI was not available for the 2019-20 school year.

Availability of Private Schools

Some students enrolled at Connections may have the option to attend one of more than 600 private schools. Private schools are available in 107 Georgia counties. Fulton and DeKalb counties have a combined 145 private schools, 23% of all private schools in the state. Forty-five counties have a single private school.

Private schools charge tuition and may have various attendance restrictions, limiting the option for many students. The annual cost of attending a private school in Georgia varies from a few thousand dollars to tens of thousands of dollars, though scholarships may be available for qualifying students. In addition, the private schools in Georgia may restrict attendance eligibility based on grade level (e.g., K-5), religious affiliation, gender, or any other criteria that fits their mission.

Home School

Some students at Connections may have the option to be home schooled. As shown in **Exhibit 16**, over 13% of students entering and exiting Connections are transitioning between home school and virtual school.

In order for a student to be home schooled in Georgia, state law requires parents or guardians who wish to teach their children at home to have a high school diploma or GED at minimum and annually declare their intent to homeschool to GaDOE. At least 180 days instruction (a minimum of 4.5 hours of per day) must be completed annually unless the child is physically unable to comply with this requirement. Home study programs are to include a minimum of the following five content areas: mathematics, English language arts, science, social studies, and reading. Students are required to participate in a nationally standardized testing program administered by a person trained in the administration and interpretation of such tests; the student must be evaluated at least every three years beginning at the end of third grade.

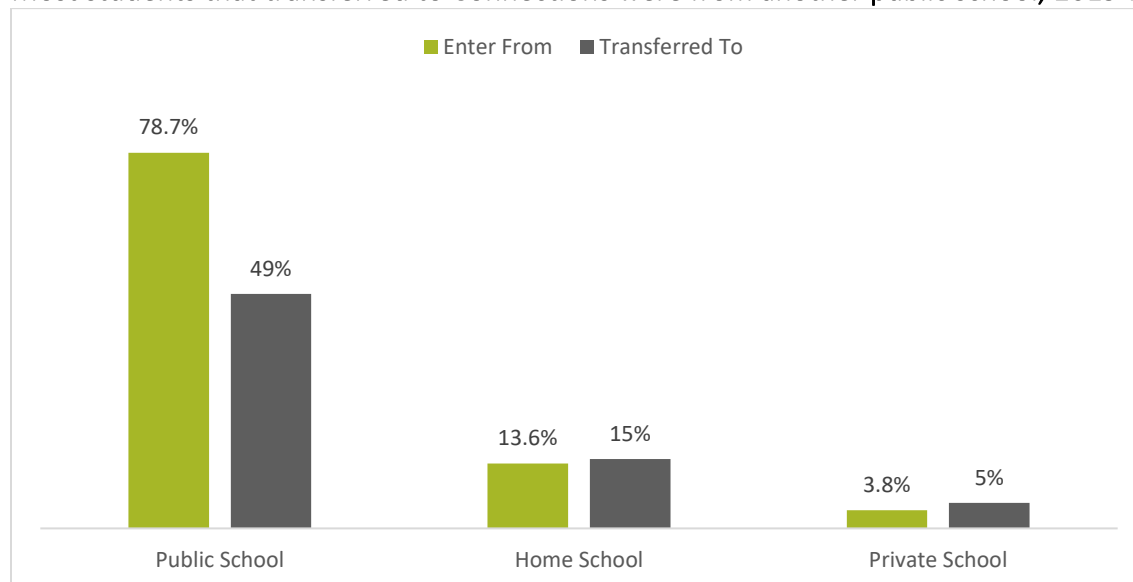
The costs of home schooling vary depending on a variety of factors, such as the method (e.g. being taught by a parent only or participating in a cooperative home school with other students), curriculum purchased, and number of children in the home being home schooled (the more students, the lower the cost per student). Students may also require textbooks, school supplies, extracurricular activity fees and/or computer equipment. The National Home Education Research Institute estimates homeschool families spend an average of \$600 per student annually for their education.

Students' Previous School Locations

Using student enrollment records, we also identified where Connections' students previously received their education. Of 3,622 new student enrollments in 2019-20, 79% (2,849) transferred from another Georgia public school (see **Exhibit 16**). Approximately 14% (493) transferred from home schools, while another 3.8% (139) transferred from a private school. The remaining new students were in other categories, such as transferring from schools in another state or country. **Exhibit 22** also shows that 49% of students leaving Connections in 2019-20 transferred to a Georgia public school. Approximately 15% transferred to home school, and 5% to private school.³

Exhibit 16

Most students that transferred to Connections were from another public school, 2019-20



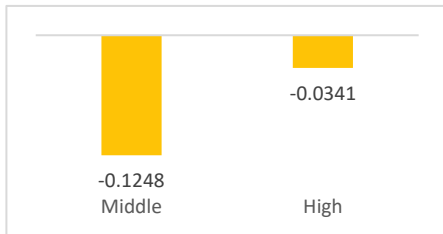
Source: GaDOE student enrollment records

³ The remaining students that withdrew were removed for lack of attendance, transferred out of state, pursued post-secondary education, or withdrew for other reasons.

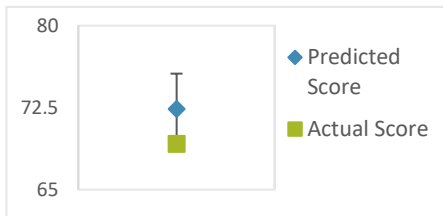
Academic Achievement, 2018-19 School Year

Charter schools are expected to use their flexibility from certain state and local rules to raise student achievement. Numerous methods are used to measure academic achievement in Georgia’s public schools. For the academic measures below, 2018-19 school year data was primarily used in this report because the 2019-20 data was not available as a result of the COVID-19 pandemic. In instances in which the 2019-20 was available, we used that data.

Key points in this section include:



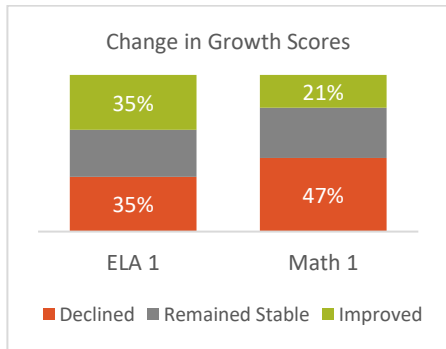
The 2018-19 **value added impact score** for Connections is lower than its comparison district (the statewide average) for middle and high school grades.



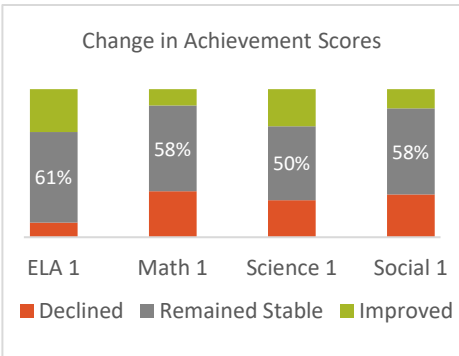
In comparison to similar schools during the 2019-20 school year, Connections’ CCRPI score was lower than the predicted score. Therefore, the school was not designated as **Beating the Odds**.

Approaches Standards

Connections received a school designation of “approaches standards” in the State Charter School Commission’s **Comprehensive Performance Framework** review of its academic performance in the 2018-19 school year. No academic performance data is available for the 2019-2020 school year. Connections, did however, meet its school specific goal in 2019-20.



Change in students’ **growth scores** after one year at Connections varied by subject. English Language Arts (ELA) growth scores were generally stable or improved after time at Connections, while math scores generally declined.



Improvement and decline in students' **achievement scores** after one year at Connections varied by subject. However, across all subjects at least half of students' scores remained stable after time at Connections. English Language Arts (ELA) and science scores showed more improvement than math and social studies scores.

Value-Added Model

The Value-Added Model (VAM) established by the Governor’s Office of Student Achievement (GOSA) measures the ability of state charter schools to positively impact student performance. The VAM controls for demographic, academic, and socioeconomic factors so that student achievement can be attributed to the school. After controlling for certain factors, the VAM calculates a predicted score for each student. The difference between the predicted and actual score is the school’s impact on the student’s achievement.

The analysis consists of a two-step process to get the final value-added measurement. The first step is to find the difference between a student’s actual score and their predicted score. For each student, a predicted score is calculated based on the student’s characteristics, the student’s previous test scores, and the student’s school characteristics. For each school, the difference between the predicted and actual scores for all students is averaged. In the second step, the scores are weighted to account for the unique populations that each school serves. The model has separate estimates by grade level and subject. A negative value-added measurement denotes that the actual scores for the students were lower than the predicted scores and a positive score denotes the opposite. The state average value-added effect is zero and it is used as the comparison district for virtual schools since they serve students across the state.

As shown in **Exhibit 17**, Connections’ value-added impact score was lower than the statewide average for middle and high schools overall. For the individual subjects, the middle school ELA was not statistically different than the statewide average, while Math was lower. Connections’ value-added impact score was higher in 9th grade Literature and American Literature and was lower in Algebra 1 and in Geometry. Connections did not have an elementary school in the 2018-19 school year.

Exhibit 17

Connections’ 2018-19 Value-Added impact scores are lower than the statewide average for high and middle school students, 2018-19 school year

Grade Band Subject or Course	Value-Added Impact Score	Impact Relative to Statewide Average
Middle	-0.1248	Lower
English Language Arts	-0.0177	No Statistical Difference
Math	-0.2469	Lower
High	-0.0341	Lower
9 th Grade Literature	0.1248	Higher
American Literature	0.1243	Higher
Algebra 1	-0.2628	Lower
Geometry	-0.2124	Lower

Source: GSU report for the State Charter Schools Commission

Beating the Odds Analysis

The Beating the Odds (BTO) analysis established by GOSA is an outcome measure that compares charter schools' performance on the CCRPI with the performance of similar schools. The BTO model also calculates a predicted score and range (confidence interval) for each school based on demographic characteristics. The characteristics used in the 2018-19 comparison include the following:

- Percentage of female students
- Percentage of students in certain races/ethnicities (including Asian, Black, Hispanic, and Multi-racial)
- Percentage of students with disabilities
- Percentage of English language learners
- Percentage of economically disadvantaged students
- Student mobility rates
- School grade cluster
- Whether the school is traditional or non-traditional
- School size: the model splits schools into three size groups for small (0 to 500 students), medium (501 to 1,000 students), and large (over 1,000 students) schools because there was a large difference in variability between small and large schools.

The BTO analysis includes only those students counted in the October full-time equivalent (FTE) count. The school will receive a score of "Below Expected Range" if the score is below the predicted range, "Within Expected Range" if the score falls within the predicted range, or "Beating the Odds" if the score is above the predicted range. Given that the analysis controls for certain characteristics, a school with a relatively low CCRPI could be Beating the Odds.

For the 2018-19 school year, Connections was classified as Within Expected Range. Connections' CCRPI score was 69.2, which was within the predicted score range of 69.05 – 75.73. In the previous school year, Connections was found to be Beating the Odds.

Comprehensive Performance Framework Academic Measures

The State Charter Schools Commission (SCSC) conducts annual performance reviews of all state charter schools. The Comprehensive Performance Framework (CPF) contains the performance standards each charter school is evaluated against in three sections – operational performance, financial performance, and academic performance. The SCSC uses each year's CPF results to inform charter renewal.

In the 2018-19 school year, the SCSC revised the method used to report performance. In general, the measures reviewed in the performance framework remain similar; however, points are no longer assigned in the Academic Performance section. Schools receive a score of "meets standards", "approaches standards," or "does not meet standards." In order to receive a "meets the standard" designation, the school must outperform the district it serves (i.e., the State for virtual schools) in one of the 6 academic metrics evaluated.

Connections' academic performance results for the 2018-2019 school year are shown in Exhibit 18. The first measure looks at the CCRPI single score. Connections received a "does not meet standards" score, meaning the school earned a lower CCRPI single score than the attendance zone (in

Connections’ case the comparison district is the statewide average). The second through fourth measures look at different CCRPI sub-scores. To earn the “meets the standards” designation, the school must earn a higher “student progress” score on the CCRPI than the attendance zone. To earn the “approaches standard” score on any measure, the school must be performing the same as or above its comparison district in at least one of the grade bands served. Connections earned an “approaches standard” score for measure 2, student achievement, based on Connections’ “content mastery” CCRPI scores. Connections earned an “approaches standard” score for measure 3, student growth, based on Connections’ CCRPI progress scores. Connections earned an “approaches standard” score for measure 4, grade band score, based on Connections’ CCRPI grade band scores.

The CPF also provides “Value-Added Model Impact Scores” and “Beating the Odds” scores as another way for schools to approach or meet the academic performance standards. Connections earned a “does not meet standards” score for both measure 5, Value-Added Model (VAM) Impact and measure 6, Beating the Odds, based on GaDOE’s determination.

As part of the 2018-2019 CPF comparison score calculation methods, Connections was categorized with the school designation of “approaches standards,” meaning that Connections Academy performed as well as the district it serves.

Exhibit 18

SCSC determined that Connections approaches academic standards in the 2018-19 school year

Connections Academy: CPF Academic Performance Measures	Designation
Measure 1 - CCRPI Single Score: Is the school annually outperforming the attendance zone (as measured by CCRPI single score)?	Does Not meet
Measure 2 - Student Achievement: Is the school annually outperforming the attendance (as measured by grade-band CCRPI content mastery scores)?	Approaches
Measure 3 - Student Growth: Is the school annually outperforming the attendance zone (as measured by grade-band CCRPI progress scores)?	Approaches
Measure 4 - Grade Band Score: Is the school annually outperforming the attendance zone (as measured by grade-band CCRPI grade band scores)?	Approaches
Measure 5 - Value-Added Model (VAM) Impact Scores: Is the school annually outperforming the attendance zone (as measured by value-added impact scores)?	Does Not Meet
Measure 6 - Beating the Odds: Is the School “beating the odds” as determined by the Georgia Department of Education?	Does Not Meet
School Designation	Approaches

Source: State Charter Schools Commission 2018-19 CPF results

Comparison of Academic Growth Prior to Placement

Student growth percentile levels	
Low	1-34
Typical	35-65
High	66-99

Academic growth indicates how a student has progressed academically over a period of time. GaDOE uses the student growth percentile (SGP) to describe student academic growth relative to academically-similar students across the state. Using state assessment scores, GaDOE compares the change in a student’s performance from one year to the next in relation to other students who had a similar score in the initial year. Regardless of their initial assessment score, all students are able to demonstrate growth or decline in relation to other students who started with a similar initial score. Student growth levels range from 1 to 99,

with higher percentiles representing more academic growth. Beginning in 2016-17, SGP scores were calculated for English Language Arts (ELA) and math only.

We analyzed cohorts of students to determine the extent to which levels improved after the students attended Connections (see text box). A decrease in the percentage in the “low growth” level and/or an increase in the percentage in the “high growth” level indicates improvement, while the opposite indicates decline. Comparing the cohorts also allows us to see if more time at Connections has an effect on SGP levels.

Cohort Analysis Methodology

To compare academic growth prior to entering Connections and after time at Connections, we conducted cohort analyses for two subsets of Connections students.

- **First Year:** The first group includes students that entered Connections in 2018-19. We compared their SGP results for 2017-18 (labeled “Brick & Mortar” in exhibits) to their SGP results in 2018-19 (labeled “Connections” in exhibits).
- **Second Year:** In the 2019 report, we included a comparison of student performance after their second year at Connections; however, due to the COVID-19 pandemic and the lack of testing in the 2019-20 school year, data is not available to conduct this analysis.

For each subject and cohort, we analyzed results two ways:

- **Student-level change:** First, we looked at the change in each student’s SGP level over the period to determine if their SGP level declined, remained stable, or improved.
- **Distribution change:** Then, we looked at the distribution of the entire sample’s SGP levels between Beginning, Developing, Proficient, and Distinguished growth before and after time at Connections.

Note: The sample sizes for each subject area and cohort are slightly different because we matched on the SGP results. Students may not have SGP results in each subject for each school year. In addition, some Connections students in the first-year cohort are not enrolled in year two.

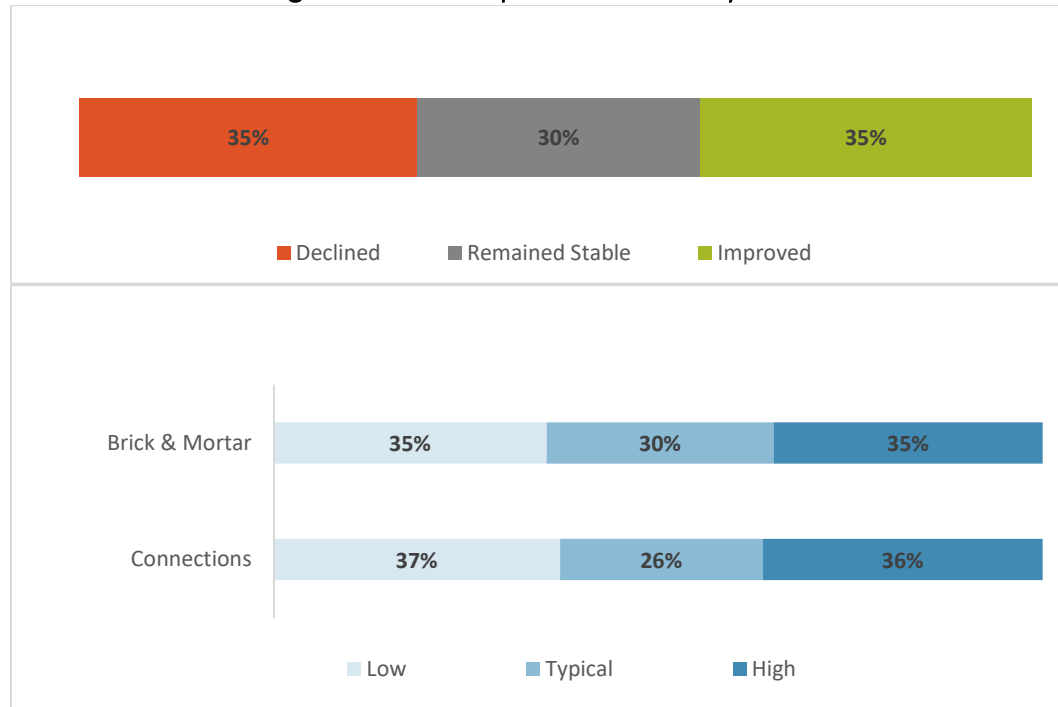
Academic Growth: English Language Arts

The first-year groups performed similarly in English Language Arts (ELA) SGP levels when comparing brick-and-mortar results to Connections results.

- **First Year:** As shown in **Exhibit 19**, 35% of students improved their ELA SGP levels in their first year at Connections, while 30% remained stable, and 35% declined. In addition, the distributions of low, typical, and high growth pre- and post-Connections are similar. At their brick-and-mortar schools, 35% of students’ SGP was “low,” 30% “typical,” and 35% “high.” At Connections, the percentage in typical decreased, while low and high percentiles increased.

Exhibit 19

35% of students' ELA growth levels improved after first year at Connections



Source: GaDOE Assessment Data

- **Second Year:** Due to the COVID-19 pandemic, test data did not exist for the 2019-20 school year. As a result, the Second Year analysis was not completed.

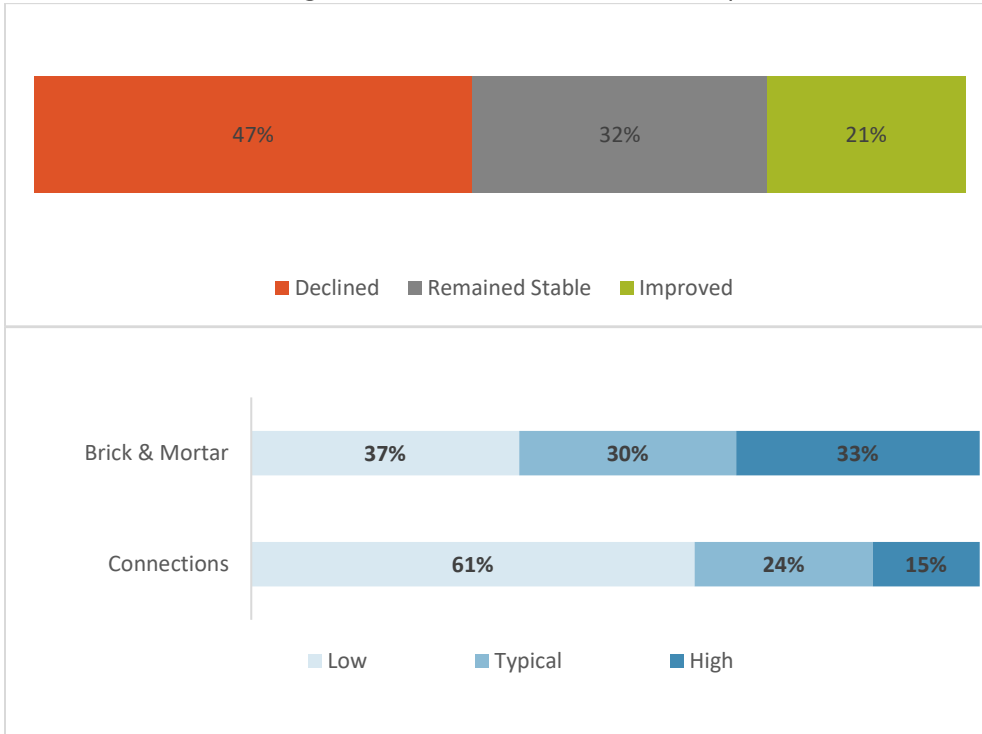
Academic Growth: Math

Students were more likely to have lower academic growth at Connections than they had in their brick-and-mortar schools.

- **First Year: Exhibit 20** shows that 47% of students' math SGP levels declined after their first year at Connections, while only 21% improved. The distribution of Beginning, Developing, Proficient, and Distinguished learners SGP also shows lower performance. The proportion of low growth SGP increased from 37% while at the brick-and-mortar schools to 61% at Connections. The percentage of typical and high SGP decreased after year one at Connections.

Exhibit 20

47% of students' math growth levels declined after first year at Connections



Source: GaDOE Assessment Data

- **Second Year:** Due to the COVID-19 pandemic, test data did not exist for the 2019-20 school year. As a result, the Second Year analysis was not completed.

Comparison of Academic Achievement Prior to Placement

Milestones Assessment System Achievement Levels

Beginning learner – does not yet demonstrate proficiency; needs substantial academic support.

Developing learner – demonstrates partial proficiency; needs additional academic support.

Proficient learner – demonstrates proficiency; is prepared for the next grade level/course.

Distinguished learner – demonstrates advanced proficiency; is well prepared for the next grade level/course.

The state uses the Georgia Milestones Assessment System to measure student achievement in grades 3 through 12. The Milestones tests measure how well students have learned the knowledge and skills outlined in the state content standards for core content areas. Students in grades 3 through 8 take an end-of-grade assessment in English language arts (ELA) and mathematics, and students in grades 5 through 8 also take an end-of-grade assessment in science and social studies. High school students take an end-of-course assessment for each of the ten courses designated by the State Board of Education.⁴

Based on Milestones tests, students may be placed into one of four achievement levels: beginning learner, developing learner, proficient learner, or distinguished learner. Student assessment scores are reported by grade and subject for the state, school system, and school. We analyzed cohorts of students to determine the extent to which scores improved after the students attended Connections (see methodology text box). A decrease in the percentage of beginning and developing learner achievement levels and/or an increase in the percentage of proficient and distinguished learners indicates improvement, while the opposite indicates decline. Comparing the two cohorts also allows us to see if more time at Connections has an effect on achievement levels.

Cohort Analysis Methodology

In order to compare academic achievement prior to entering Connections and after time at Connections, we conducted cohort analyses for two subsets of Connections students.

- **First Year:** The first group includes students that entered Connections in 2018-19. We compared their milestone assessment results for 2017-18 (labeled “Brick & Mortar” in exhibits) to their assessment score results in 2018-19 (labeled “Connections” in exhibits).
- **Second Year:** In the 2019 report, we included a comparison of student performance after their second year at Connections; however, due to the COVID-19 pandemic and the lack of testing in the 2019-20 school year, data is not available to conduct this analysis.

For each subject and cohort, we analyzed results two ways.

- **Student-level change:** first we looked at the change in each student’s achievement levels over the period of time to determine if their level declined, remained stable, or improved.
- **Distribution change:** Then, we looked at the distribution of the entire sample’s achievement levels between beginning, developing, proficient, and distinguished learners before and after time at Connections.

Note: The sample sizes for each subject area and cohort are slightly different because we matched on the milestone assessment results. Students may not have these results in each subject for each school year. In addition, some Connections students in the first-year cohort are not enrolled in year two.

⁴ The ten courses include: ninth grade literature and composition, American literature and composition, algebra I/coordinate algebra, geometry/analytic geometry, biology, physical science, United States history, and economics/business/free enterprise. These tests serve as a final exam for the course and contribute 20% to the final grade for the course.

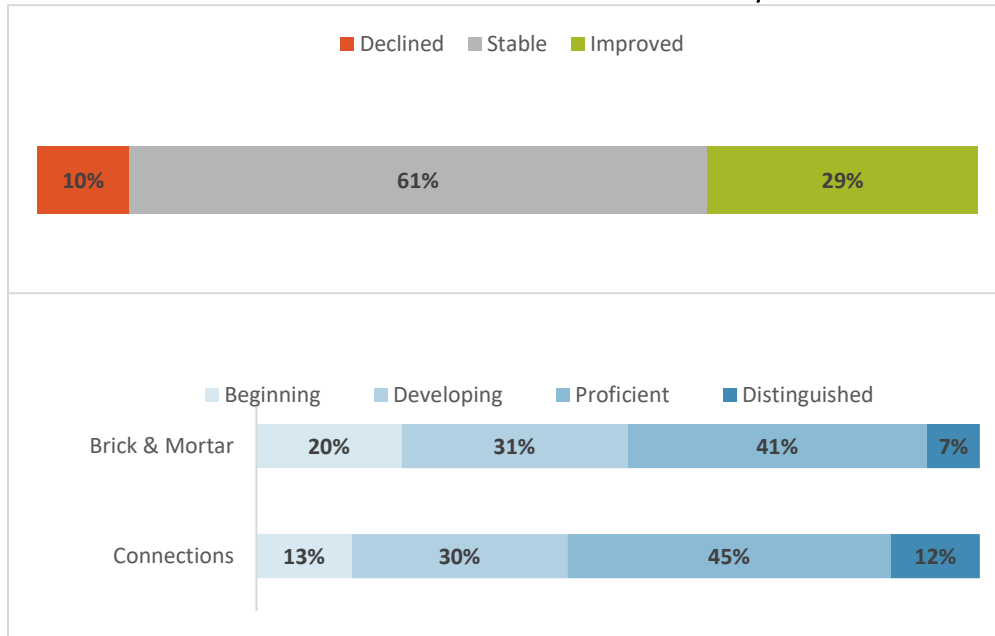
Academic Achievement: English Language Arts

Students had better performance in their first year at Connections than in their brick-and-mortar schools.

- **First Year:** The majority of students' achievement levels remained stable after one year at Connections, though more students had an improved level than a declining level. As shown in **Exhibit 21**, the combined percentage beginning and developing learners was lower at Connections than at the brick and mortar schools.

Exhibit 21

61% of ELA achievement levels remained stable after one year at Connections



Source: GaDOE Assessment Data

- **Second Year:** Due to the COVID-19 pandemic, test data did not exist for the 2019-20 school year. As a result, the Second Year analysis was not completed.

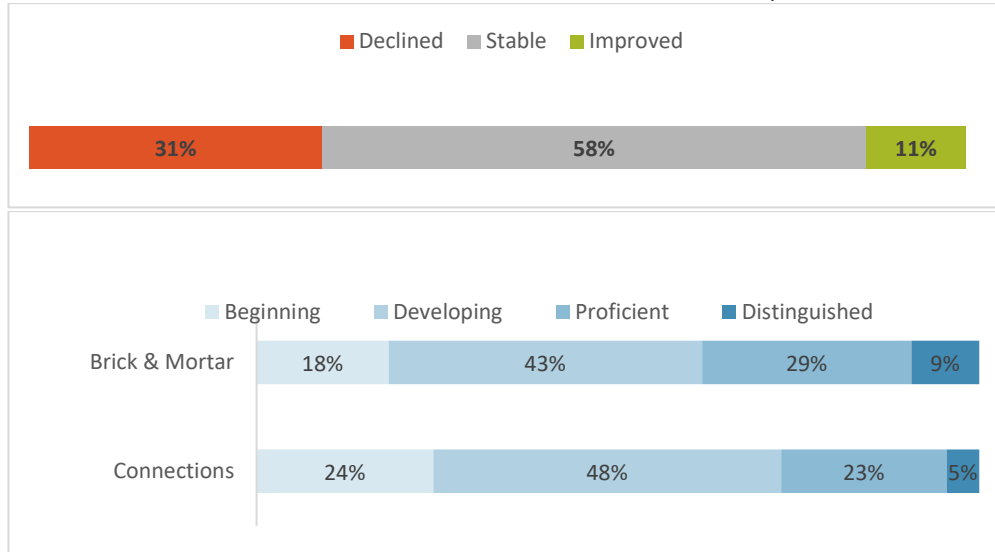
Academic Achievement: Math

Students had lower math achievement levels at Connections than they did in their brick-and-mortar schools.

- **First Year:** The majority of students' math achievement levels remained stable after one year at Connections, but approximately 31% declined and only 10.7% improved (see **Exhibit 22**). The combined percentage of beginning and developing learners increased from 61% at the brick-and-mortar schools to 72% at Connections.

Exhibit 22

58% of math achievement levels remained stable after one year at Connections



Source: GaDOE Assessment Data

- **Second Year:** Due to the COVID-19 pandemic, test data did not exist for the 2019-20 school year. As a result, the Second Year analysis was not completed.

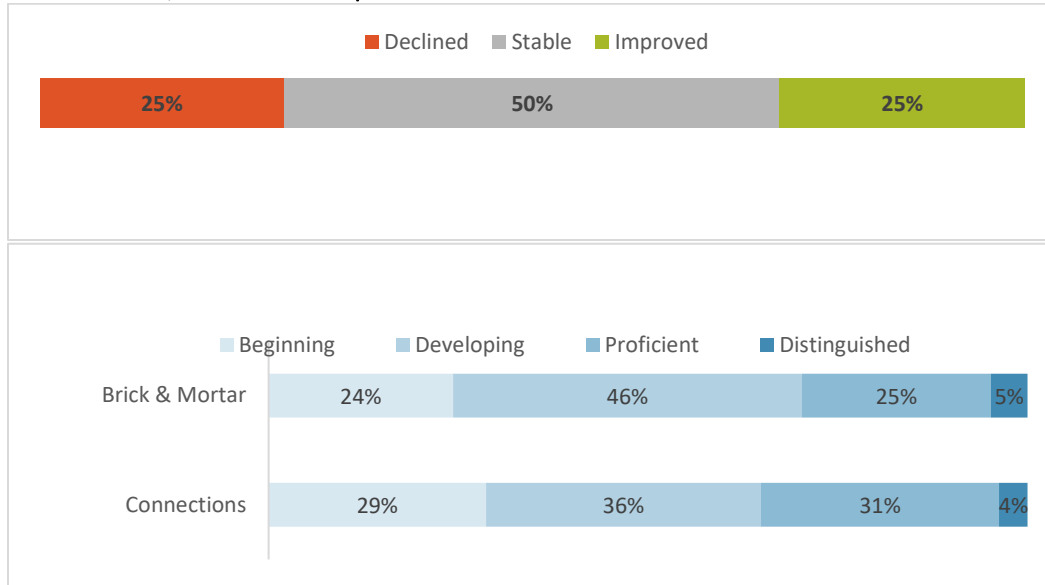
Academic Achievement: Science

Students' academic achievement in science was higher in Connections than the brick-and-mortar schools for the first-year.

- **First Year:** As shown in **Exhibit 23**, about 50% of students' achievement levels remained stable after one year at Connections, while 25% declined and 25% improved. In addition, the combined percentage of beginning and developing learners decreased from 70% prior to entering Connections to 65% after one year at Connections.

Exhibit 23

About 50% of science achievement levels remained stable in student’s first year at Connections, while 25% improved



Source: GaDOE Assessment Data

- **Second Year:** Due to the COVID-19 pandemic, test data did not exist for the 2019-20 school year. As a result, the Second Year analysis was not completed.

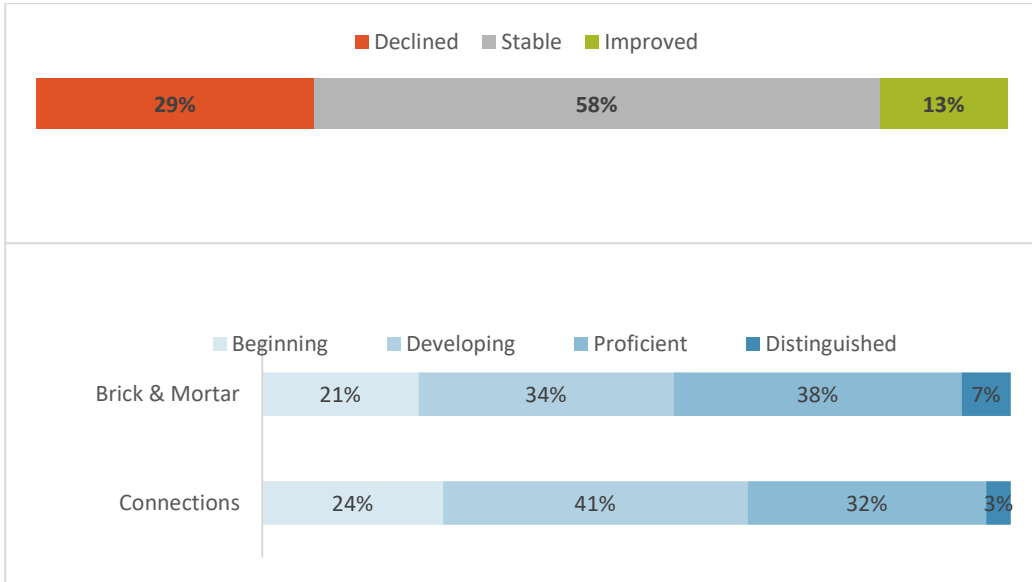
Academic Achievement: Social Studies

Performance in social studies declined in the first year at Connections.

- **First Year:** As shown in **Exhibit 24**, about 58% of students’ social studies achievement levels remained stable after one year at Connections while 28.6% declined and 13.2% improved. The combined percentage of beginning and developing learners increased from 55% at brick-and-mortar schools to 65% at Connections.

Exhibit 24

About 58% of social studies achievement levels remained stable after one year at Connections, while 29% declined



Source: GaDOE Assessment Data

- **Second Year:** Due to the COVID-19 pandemic, test data did not exist for the 2019-20 school year. As a result, the Second Year analysis was not completed.

Management & Staffing

Charter schools, unlike traditional public schools operate under the terms of a charter and are governed by an autonomous non-profit board of directors. This section provides information about Georgia Connections Academy's agreements, governance, staffing, and certification. Key points in this section include:

- Connections had an educational services agreement with Connections Education LLC for educational materials, an online platform, staffing, purchasing, and other services in the 2019-20 school year.
- A new contract that went into effect in the 2018-19 school year contains provisions that strengthens Connections' governance capabilities. Additionally, the agreement continued to incorporate many of the provisions we consider consistent with best practices for holding education management contractors accountable.
- During its 2018-19 review (the most recent available), the State Charter Schools Commission (SCSC) concluded that Connections' governing board met all SCSC standards pertaining to governance.
- Connections had 158 employees during the 2019-20 school year, which is an 11% increase over the prior year. Teaching staff employed by Connections increased by 14% between 2018-19 and 2019-20. The level of experience increased in teachers that have more than 5 years of teaching experience. The average teaching experience across instructors was nearly 13 years, and all instructors have a bachelor's degree or higher (60% have a master's degree or higher).
- Connections has a policy that those in leadership positions, such as principals and assistant principals, hold Standard Professional Teaching (SRT) and Standard Professional Leadership (SRL) licenses. It also allows those without the necessary certifications upon hire to obtain them within 18 months. In 2019-20, all four staff in leadership positions held the required certification.
- According to the Connections executive director, the school chooses to hire teachers certified in Georgia, with few exceptions. In the 2019-20 school year, all Connections instructors had teacher certification according to GaDOE data.

Agreements for Corporate Management Services

Charter school governing boards may contract with education management organizations to assist with the school’s operation. These corporate entities provide a variety of operational services to public school districts and charter schools. They can provide either comprehensive management or selective services. The scope of services may include educational and administrative services such as accounting, procurement, and reporting.

During the 2019-20 school year, the school board contracted with Connections Education LLC for a broad range of products and services (see **Exhibit 25** and **Appendix A**).⁵

Exhibit 25

Products and services obtained through agreement with Connections Education LLC in 2019-20 school year

Learning Products & Services
License to use online curriculum, technology platform, and other educational materials
Lesson plans and instructional materials
Computer hardware and software
Assessment tests and testing readiness plan
Management & Administrative Services
Supervision, oversight, discipline, and dismissal of teachers (in collaboration with the lead school administrator)
Administrative functions including student enrollment and placement, maintenance of student records, and accounting services
Human resources services including recruitment, payroll, and benefits administration
Continuing professional development and other staff training
Public relations and marketing
Website and IT Services (Internet access, technical support, and online system maintenance)
Financial reporting and budget development
Insurance policy oversight
Facility and capital equipment procurement and management

Source: Georgia Connections Academy

- **Learning Products and Services** – This includes access to the company’s education management system and education materials, such as online lesson content, tutorials, student assessments, and computers for teachers and students. These products and services are used by both teachers and students.

⁵ Connections’ agreement with the contractor is for the period July 2018 through June 2021.

- **Management and Administrative Services** – This includes enrollment and academic placement processing, human resources including payments and benefits administration, financial services, website and IT services, and public relations/marketing. The contractor also recruits, hires, and provides oversight of teachers, administrative staff, and certain clerical and support positions in collaboration with the lead school administrator; however, the agreement states “the governing board has final authority over matters related to hiring, compensation, discipline, termination, and employment policies and procedures.” Financial reporting functions, including creation of the annual budget for approval by the board, are handled by the contractor as well.

During fiscal year 2020, the school paid \$29.4 million to Connections Education LLC. Approximately one-third of the payments (\$10.4 million) were compensation expenses for school staff, which are reimbursed at cost. With limited exceptions, much of the educational products and services are paid for on a per student or per teacher basis, while administrative services are paid as a percentage of governmental revenue.

It should be noted that the contract contains a provision protecting the school against an annual deficit. If the school has an annual deficit and no positive net assets, the contractor provides a credit or cash payment to the school. In fiscal year 2020, Connections Education LLC did not provide a credit to the school.

Governance and Management

Charter schools operate under the leadership of a board that serves as the governing authority of the school. The primary responsibilities of the governing board relate to strategic planning and policymaking, budgeting and fiscal stability, hiring and providing oversight for the school leader, and ensuring accountability. The governing board is also responsible for ensuring compliance with laws and regulations, maintaining records of meetings, committees and policies, and monitoring school achievement. Board members with diverse backgrounds and skills in areas such as education, finance, human resources, and legal affairs can contribute to a board successfully performing its duties.

State law and State Charter School Commission guidelines establish qualifications for governing board membership and member training requirements. O.C.G.A. § 20-2-2084 requires board members to be a U.S. citizen and Georgia resident, and it prohibits members from being an employee of the school. The law also prohibits board members from being an officer or board member of any organization that sells goods or services to the school. State Charter School Commission guidelines require board members to receive 12 hours of training annually. The required training must consist of charter school finance and budgeting, best practices for charter school governance, requirements relating to public records and meetings, and other applicable laws, rules, and regulations.

Connections’ by-laws authorize between three and eleven board members (there were between four and seven board members in 2019-20). The board president is responsible for overseeing the process for screening applicants for board membership and making recommendations to the full board for a member vote. Members are elected to three-year terms and may serve an unlimited number of successive terms. They are not paid but may be compensated for expenses incurred in connection with their duties. A majority of board members are required to transact business at meetings. The board held 7 meetings during 2019-20.

Comprehensive Performance Framework Governance Measures (2019-20 Results)

The Operational Performance section of SCSC’s Comprehensive Performance Framework (CPF) covers several aspects of charter school operations, including governance. The CPF states that a governing board must provide adequate oversight of school management and operations to ensure that the school is fulfilling its duties to students, employees, parents, and the general public. Given that CPF indicators and measures are incorporated into all charter contracts, a school’s CPF standing is a reflection of whether the school has met the requirements and goals set forth in its charter contract, as well as applicable law, and SCSC rules and policies.

The framework consists of four standards for charter school governance as part of its expectations for operational performance. The State Charter Schools Commission (SCSC) concluded that Connections met all standards pertaining to governance in the 2019-20 school year (see **Exhibit 26** for results).

Exhibit 26

SCSC Comprehensive Performance Framework Results for Governance, 2019-20 school year

CPF Governance Performance Indicators	Available Points	Points Earned
General Governance – The school complies with applicable laws rules, regulations, charter contract provisions and school policies relating to board governance.	4	4
Open Governance – The school complies with the Georgia Open Meetings Act and open records requirements.	4	4
Governance Training – The school ensures that all governing board members participate in required trainings.	4	4
Transparent Governance and Communication with Stakeholders – The school complies with all applicable laws, rules, regulations, provisions of its charter contract or its policies relating to operating transparently and effectively communicating with stakeholders.	4	4
Total Points	16	16

Source: State Charter Schools Commission report

Accountability

When contracting for education management services, the governing board is responsible for preserving its ability to exercise complete oversight of the school. This requires that agreements include provisions that enable the board to hold the company accountable for performance related to these services. It also requires that the board have the expertise and resources to assess the contractor’s performance.

Based on our research of best practices for contracting with education management organizations, we compiled a list of provisions that are necessary for governing boards to hold management companies accountable for performance. For example, the agreement should outline the services the school receives in exchange for its fee and give the governing board authority to terminate the agreement if it is not in the best interest of the school. As shown in **Exhibit 27**, the agreement Connections had in place during the 2019-20 school year contained most key provisions necessary for the board to hold contractors accountable for their performance.

Exhibit 27

Agreement for management & other services contains key provisions, 2019-20 school year

Key Contract Provisions	In Contract	Explanation
Financial		
Defines the fee structure, including an explanation of key components used in the calculation of the fee amount	Yes	Agreement includes a schedule of fees to be negotiated annually.
Outlines the services the school receives in exchange for its fee	Yes	Agreement requires contractor to provide a breakdown of charges by September of each year.
Agreement Period		
Gives the board authority to terminate the agreement if it is not in the best interest of the school	Yes	
Does not renew automatically with a new charter term or continue for a specified time period into a new charter term ⁶	Yes	
Services		
Ensures that the academic program implemented aligns with Georgia's standards and allows for modifications to address changes in state standards	Yes	Agreement does not specifically address modifications.
Oversight & Monitoring		
Includes an effective contract monitoring system with clearly defined evaluation criteria, performance rewards, and penalties	No	Agreement authorizes a performance review; but does not clarify the criteria, rewards, or penalties.

Source: DOAA Analysis

While contract provisions provide a mechanism for governing boards to hold companies accountable, contracting for the management services presents unique challenges for a part-time board. Staff independent of the contractor are necessary to sufficiently monitor a contractor providing a broad of services.

Connections' current contract, which started during the 2018-19 school year, contains provisions strengthening Connections' governance capabilities. The prior agreement indicated the contractor was responsible for virtually all aspects of school management and noted the lead school administrator works "primarily under the direction" of a vice president for the contractor (subject to oversight by the school board) and "shall report to [the contractor] as to the operation of the Charter School." While the agreement acknowledged the school's staff was employed by the board, management was not in a position to provide an independent assessment of contractor performance. The agreement in effect for the 2018-19 and 2019-20 school years provided clarification that the board of directors is the employer of all school staff with "final authority over matters related to hiring, compensation, discipline, termination, and employment policies and procedures." It also reframes the relationship with the contractor's administration as "collaborative" rather than a reporting relationship and contains clauses that soften the permanency of decisions and responsibilities delegated to the contractor.

⁶ The State Charter Schools Commission adopted a rule in January 2019 that prohibits state charter schools from entering multi-year contracts that extend beyond the length of their charter.

Staffing and Teacher Qualifications

Both GaDOE and the Georgia Professional Standards Commission (GaPSC) have roles in assessing the qualifications of public school staff. GaDOE requires public school teachers to hold a teaching certificate and a clearance certificate issued by GaPSC. A clearance certificate is issued after completion of a criminal background check, while a teaching certificate has additional educational and testing requirements. All public school teachers—including those in charter schools—are required to have a clearance certificate. Charter schools are permitted to employ instructors without a teaching certificate.

As shown in **Exhibit 28**, Connections had 158 employees during the 2019-20 school year, 16 more staff (11% increase) than the 2018-19 school year. Most certified staff are instructors, but certain staff in leadership, special education, and student or instructional support roles have certification as well. According to Connections staff, Connections increased the number of staff to address concerns related to the COVID-19 pandemic. Specifically, they increased the number of school counselors and social workers to address SEL in addition to adding instructors to support smaller class sizes and to increase engagement with families.

Exhibit 28

Staffing at Connections, 2018-19 and 2019-20 school years

Personnel Type (Total)	2018-19		2019-20	
	Certified (132)	Classified (10)	Certified (147)	Classified (11)
Superintendent/Asst Superintendent	1		1	
Principal/Asst Principal	4		3	
Instructional Supervisor	1		2	
Elementary Instructor ²	23		2	
Middle School Instructor	34		61	
Secondary Instructor	47		56	
Special Education Instructor	20		13	
Other Special Education	2		10	
Student Support Services	13		17	
Administrative	2	10	2	11

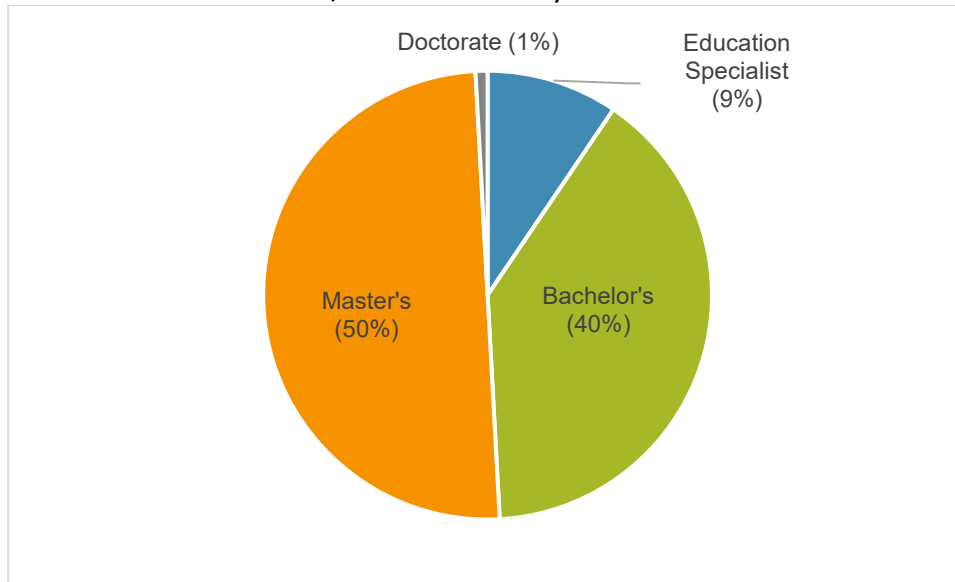
Note: Certain staff have multiple assignments that cross categories; therefore, some may be counted in more than one category. As a result, the sum of numbers in the certified column exceeds the column total.

Source: GaDOE CPI data

Connections has a policy that those in leadership positions, such as principals and assistant principals, hold Standard Professional Teaching (SRT) and Standard Professional Leadership (SRL) licenses. An SRT is required before an instructor can obtain an SRL, and Connections allows an instructor hired or promoted into a leadership position 18 months to obtain the required SRL certification. In the 2019-20 school year, all of Connections four staff in leadership positions held the required certification.

Connections' leadership stated that they choose to hire teachers certified in Georgia, with few exceptions. In the 2019-20 school year, GaDOE data indicates all Connections teachers were Georgia certified. One teacher during the 2019-2020 was teaching under a waiver. The teacher is certified to teach special education, and supported students in small group high school math instruction. The instructor completed PD on the math GACE exam during the 2019-2020 school year; however, due to COVID-19, the GACE exam was postponed. As shown in **Exhibit 29**, GaDOE data shows that all of Connections instructors have a bachelor's degree or higher. Over half (60%) have a master's degree or higher.

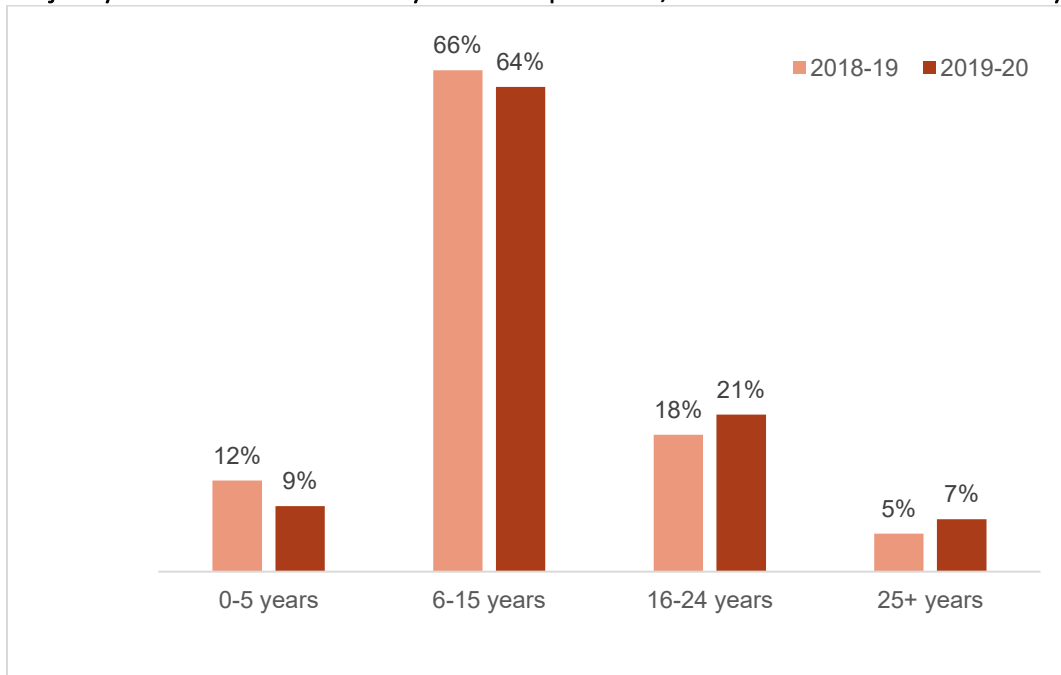
Exhibit 29
Instructor education level, 2019-20 school year



Source: GaDOE CPI data

Teaching staff employed by Connections increased by 14% between 2018-19 and 2019-20. The level of experience increased in teachers that have more than 5 years of teaching experience. The average teaching experience across instructors was nearly 13 years. See **Exhibit 30**.

Exhibit 30
Majority of teachers have 6-15 years of experience, 2018-19 and 2019-20 school years



Source: GaDOE CPI data

Development Plans for Leadership without Certification

Connections has a policy that those hired into leadership positions, such as principals and assistant principals, hold Standard Professional Teaching (SRT) and Standard Professional Leadership (SRL) licenses. Connections allows an instructor hired or promoted into a leadership position 18 months to obtain the required SRL certification.

GaDOE data indicates Connections had four staff in leadership positions in the 2019-20 school year. All four were certified employees.

Operations & Planning

Charter schools can use their funding to implement innovative or unique programs that are not typically available in traditional public schools. This section discusses Georgia Connections Academy's funding, innovation, and future plans. Key points in this section include:

- Connections received 95% of its funding from state funds, which is about 40 percentage points higher than the state average. Like all state charter schools, Connections does not receive local funds.
- Compared to the state average, Connections spent a higher percentage of funding on instruction, pupil services, and staff services and a lower percentage on general administration and school administration.
- Connections has a per student full-time equivalent (FTE) expenditure of \$6,650, approximately 62% of the statewide average. Additionally, when comparing Connections' per-student expenditures and test scores, GOSA rates the school a 3.5. That is higher than 59% of the state's rated schools.
- Connections identified innovative methods that it uses to provide additional support to low achieving students, provide flexibility to advanced learners, and implement strategies that prepare students for post-high school opportunities. Connections has recognized growing success in enrollment and participation in its previously reported innovative programs, especially in the PUSH program and the academic probation program.
- Connections reported future plans to increase enrollment, improve assessment scores in relation to the state average, improve graduation rates, and to add grades 4 and 5 back into the school (one grade over each of the next two school years). Other future initiatives include pursuing its goal of partnering with post-secondary schools and universities, increasing STEAM Academy eligibility to 7th -12th grades and improving the school's operational score on the SCSC comprehensive performance framework review.

School Finances

During the 2017, 2018, 2019, and 2020 fiscal years, state charter schools received Quality Basic Education (QBE) funding and supplemental state funding from the State Charter Schools Commission (SCSC). The supplemental funds were provided because SCSC-chartered schools are not eligible for local funds. Virtual charter schools received two-thirds of the supplemental funding provided to brick-and-mortar schools, did not receive capital funding until fiscal year 2019, and generally received no transportation or nutrition funding.⁷ In addition, the contract between Connections and its contractor contains a provision protecting the school against an annual deficit. If the school has an annual deficit and no positive net assets, the contractor provides a credit or cash payment to the school. These are shown below as “in-kind contributions” in fiscal years 2017 and 2018. According to financial statements, deficit protection was not required in fiscal years 2019 and 2020.

Connections’ annual financial report shows that revenue increased from \$28 million in fiscal year 2019 to \$33 million in fiscal year 2020 (see **Exhibit 31**). Expenditures during this period were less than revenues, with a surplus of \$3.4 million in fiscal year 2020. State funds provided the majority of Connections’ funding, with federal funds and other sources providing the remainder.

Exhibit 31

Connections’ revenue primarily state funds, Fiscal Years 2017 – 2020

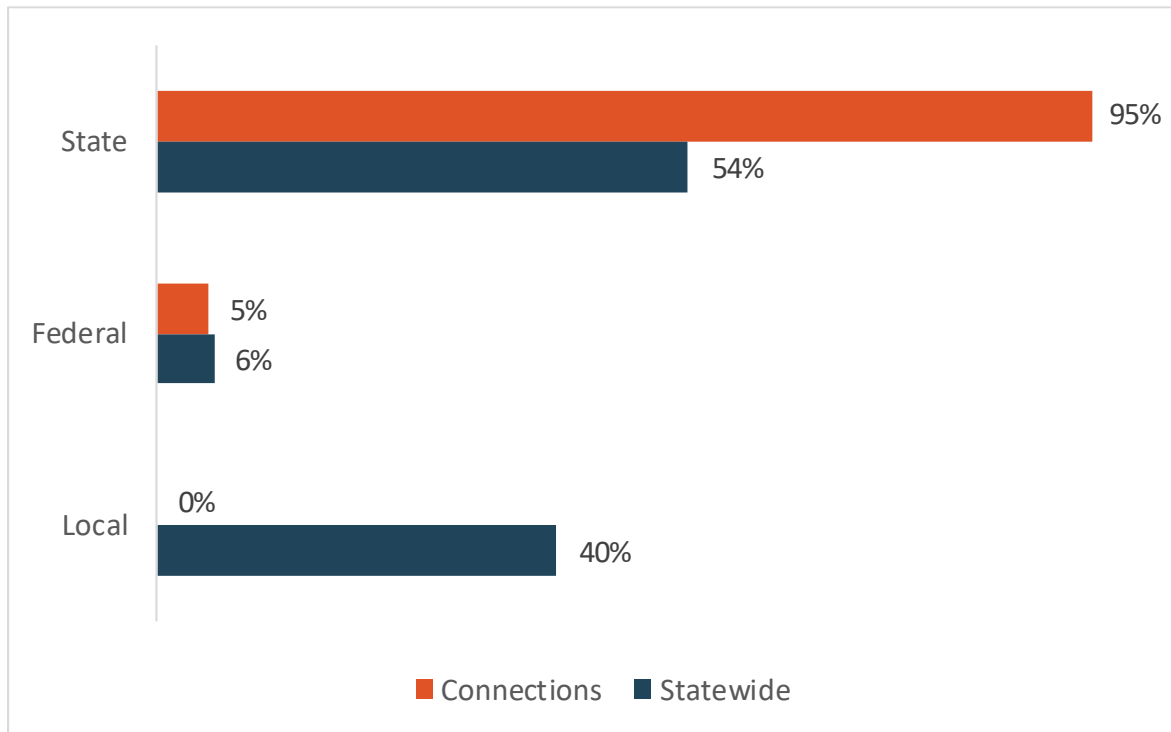
Description	2017	2018	2019	2020	Percent Change 2019-20
Revenue					
State	\$21,819,477	\$22,685,586	\$25,955,523	\$31,460,450	21%
Federal	\$1,557,965	\$1,502,339	\$1,667,621	\$1,747,410	5%
In-Kind Contributions	\$1,537,500	\$1,781,000	\$0	\$0	N/A
Other income	\$19,236	\$17,726	\$72,524	\$34,629	(52%)
Local	\$0	\$0	\$0	\$0	N/A
Total Revenue	\$24,934,178	\$25,986,651	\$27,695,668	\$33,242,489	20%
Expenditures					
Instruction	\$19,480,813	\$20,254,787	\$21,153,968	\$23,505,943	11%
School Administration	\$2,185,415	\$2,363,923	\$2,564,351	\$2,987,793	17%
Pupil Services	\$1,013,944	\$1,047,393	\$1,007,265	\$959,144	(5%)
Support Services – Business	\$671,553	\$704,032	\$882,671	\$738,769	(16%)
Other Support Services	\$579,889	\$601,159	\$582,557	\$635,087	9%
Improvement of Instructional Services	\$578,648	\$571,089	\$551,657	\$581,411	5%
General Administration	\$235,952	\$244,359	\$236,585	\$261,053	10%
Maintenance & Operations	\$165,795	\$179,446	\$188,844	\$208,888	11%
Total Expenditures	\$24,912,009	\$25,966,188	\$27,167,898	\$29,878,088	10%
Revenues Less Expenditures	\$22,169	\$20,463	\$527,770	\$3,364,401	537%

Source: Georgia Connections Academy Financial Reports

⁷ With passage of HB 787 during the 2018 legislative session, funding for all state charter schools increased in the 2018-19 school year and virtual schools began receiving capital funding.

We used GaDOE fiscal year 2020 revenue and expenditure reports to compare Connections’ revenue and spending patterns to other public schools.⁸ As shown in **Exhibit 32**, Connections relies on state funding much more than typical public schools. This is true of all state charter schools that do not qualify for local funding. State charter schools receive QBE funding and a state charter school supplement to offset a portion of the local funding that they do not receive.

Exhibit 32
State funds are nearly twice the revenue source for Connections than the statewide average, Fiscal Year 2020



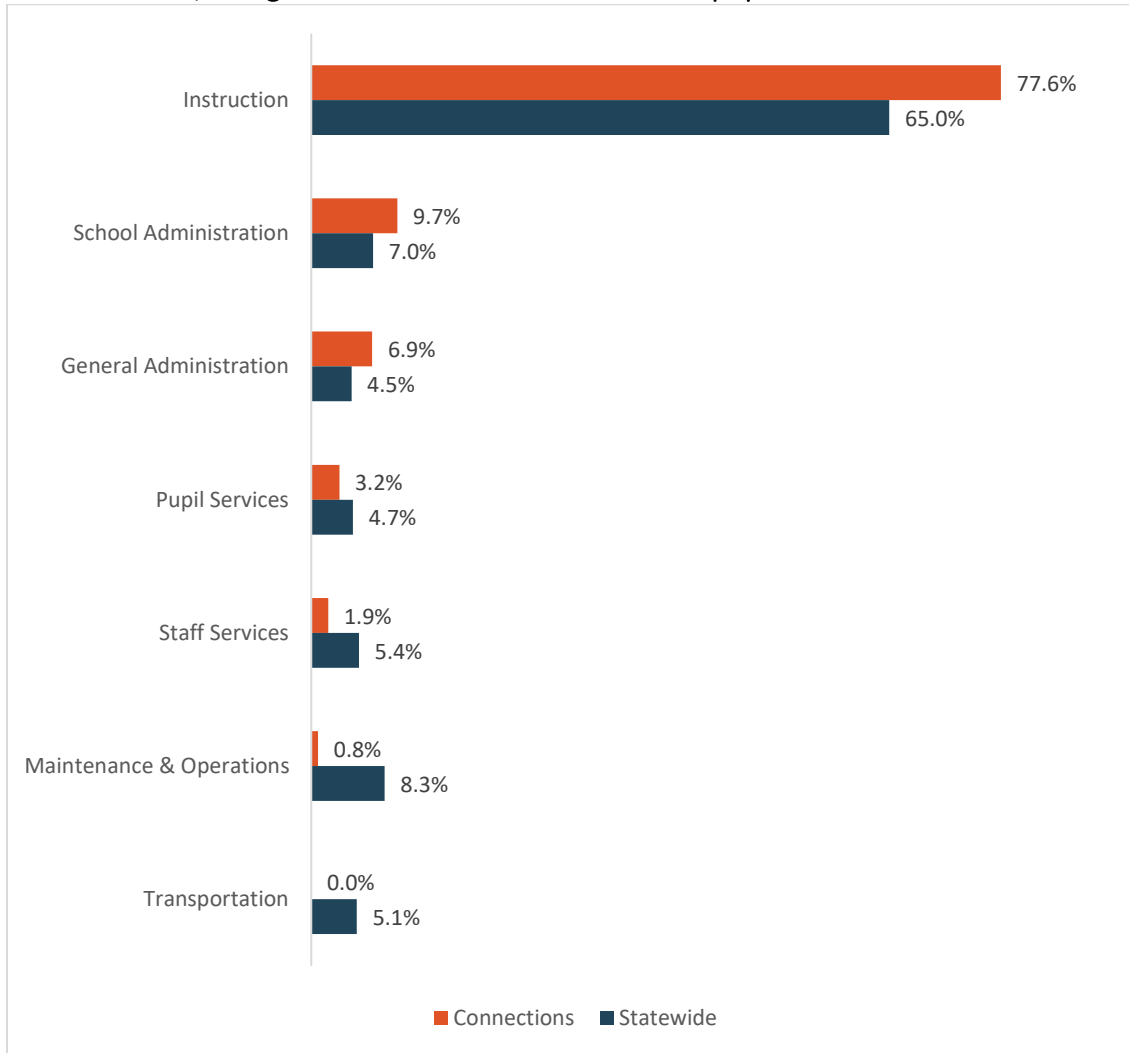
Source: Statewide & Connections GaDOE financial report

Compared to the statewide averages for expenditures, Connections spends more on instruction, school administration, and general administration. Connections spends less on pupil services and staff services (see **Exhibit 33**). School administration includes funding for leadership positions such as principals and assistant principals, while general administration covers positions such as Title I director and homeless liaison, as well as maintenance and technology related services not covered under school administration. Pupil services includes the purchase of materials such as e-books and periodicals, communication and coordination with parents, and additional educational offerings, such as summer school. As expected, Connections spends less on maintenance and operations (typically associated with buildings) and transportation than the statewide averages.

⁸ The amounts in GaDOE’s financial reports are slightly different than those in the school’s financial statements due to the exclusion of certain revenue sources (e.g., in-kind contributions) and expenditure categories. However, GaDOE’s reports allow a comparison to other Georgia public schools.

Exhibit 33

Connections reports spending more than the statewide average on instruction, school administration, and general administration but less on pupil services in Fiscal Year 2020

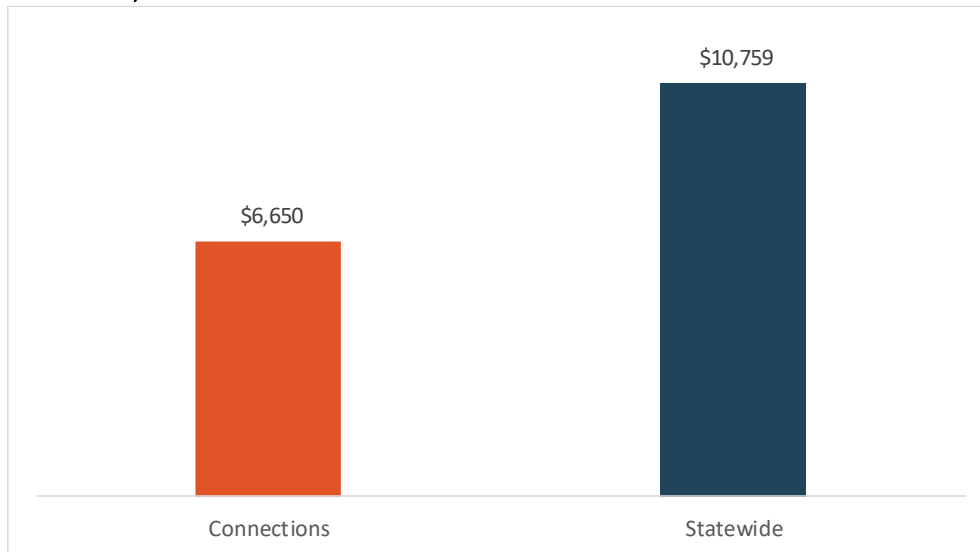


Source: Statewide GaDOE financial report and DE46 financials

Connections' expenditures per FTE were significantly lower than the statewide average. As shown in **Exhibit 34**, Connections spent \$6,650 per FTE in the 2019-20 school year. This was approximately 62% of the statewide average of \$10,759.

Exhibit 34

Per-pupil expenditures at Connections are approximately 62% of per-pupil expenditures statewide, Fiscal Year 2020



Source: Statewide GaDOE financial report

Academic Performance as a Ratio of Per-Student Expenditures (2018-19 Results)⁹

The Governor's Office of Student Achievement (GOSA) calculates a Financial Efficiency Star Rating (FESR) for each school in the state. The FESR compares a school district's spending per student with its overall academic performance. The 2018-19 FESR compared each school's spending per student to its CCRPI score and assigned between 0.5 and 5 stars to each school. Schools in the highest spending category with low CCRPI schools received only 0.5 stars, while those in the lowest spending category with CCRPI scores at 90 or above could receive 5 stars.

Connections received 3.5 stars as part of GOSA's 2018-19 FESR. More than 1,200 schools (59%) received a lower rating, and 370 other schools (17%) received the same rating as Connections.

Innovative Practices and Implementation

Charter schools operate with freedom from certain regulations applied to traditional public schools. This freedom can allow the charter schools to adopt innovative practices or new approaches that may lead to better student outcomes. Innovation can be implemented in various areas of education, including instruction, governance and accountability. While student outcomes are generally the

⁹ We used the 2018-19 FESR for continuity because the 2019 annual report reported the 2017-2018 FESR.

ultimate goal of innovative practices, intermediate goals may include increasing the learning opportunities for students or adopting the use of creative teaching methods.

Examples of Goals for Innovation in Charter Schools

1. Increase learning opportunities for all students
2. Encourage the use of different and innovative teaching methods
3. Create different innovative forms of measuring outcomes
4. Establish new forms of school accountability
5. Create new professional opportunities for teachers

Source: Minnesota Association of Charter Schools

Connections has implemented practices expected to improve academic outcomes for high school students. In the 2016-17 school year, Connections implemented an academic probation program that targets students who previously failed three or more credits of core academic courses. The program requires high school students to attend three-hour live sessions held three times each week and requires a teacher to monitor these students daily. Connections reported that over 72% of the students that entered this program at the beginning of the 2019-20 school year remained enrolled in the school the following year. Of those 72%, 20% improved their grades sufficiently to receive less monitoring.

To assist high school students who enroll at Connections behind their age cohort to graduate on time, Connections created the Persevere Until Success Happens program (PUSH) program. As part of the program, Connections holds in-person and virtual one to two-day sessions throughout the year and conducts weekly check-in homeroom calls for high school students. Connections reported that participation in the PUSH program reduced the percentage of off-cohort students from 26% at the beginning of the 2019-20 school year to 14% at the end of the year. Nineteen percent of the students that remained enrolled at Connections are scheduled to exit the PUSH program and rejoin their age cohort for the 2020-21 school year.

Connections also initiated a “STEAM Academy” program in the 2018-19 school year to provide additional science, technology, engineering, arts, and math learning opportunities to students. Through the program, high school students gain hands-on learning in areas such as 3D modeling, 3D printing, biotechnology, engineering design, architecture, illustration, graphic design, digital photography, coding, and animation. Students complete a four-year progression of courses, exhibitions, competitions, forums and performances, and they also must take at least one advanced placement or dual enrollment course.

Connections utilized its PBIS program rewards students for demonstrating desired behaviors of participation, communication, and attendance. During the 2019-20 School year, 2,083 high school students participated in the PBIS program. The program was expanded to include grades 5 and 6 in the 2020-2021 school year.

To further support students, Connections implemented several programs focused on personalization and delivery throughout the 2019-20 school year.

- The Summer Learning Academy was created in summer 2020 to support high school students who enroll behind their cohort and close opportunity gaps resulting from the COVID-19

pandemic. Of the 308 participants, 94% successfully completed one or more courses to earn credit in the academy.

- The Avenues of Hope Program was implemented in 2019 to assist students enrolled in grades 6-8 who failed two or more courses. The program offered targeted learning opportunities governing the A semester power standards in addition to their semester B coursework. Students enrolled in the program could participate in weekly live sessions and were required to complete targeted course work addressing missed standards. Of the 502 students enrolled in the 2019-20 school year, 60.7% recovered the semester A credits and promoted to the next level.
- In the 2019-20 school year, 154 Gifted identified students in grades 7 and 8 participated in accelerated courses to earn high school credit. Of the 154 enrolled, 94.8% students successfully completed the course and earned high school credit.
- In January 2020, the College Counseling Specialist Position was formalized. This position is responsible for implementing strategies that prepare 8th-12th grade students for postsecondary opportunities as high school students. The specialist identifies and recruits candidates for the Dual Enrollment program in an effort to increase enrichment and promoted long-term success.

Future Goals and Plans

Prior to the 2018-19 school year, Connections served kindergarten through 12th grade. In the 2018-19 school year, Connections began operating under a new, three-year charter that limits the schools to grades 6-12. After a subsequent review by the State Charter Schools Commission, Georgia Connections Academy was allowed to re-introduce grades 4 and 5 in the 2019-20 school year. In the 2019-20 school year, Connections offered services to students in grades 5-12. Connections' original plans to add 4th grade education in the 2021-22 school year were delayed due to uncertainty surrounding the COVID-19 pandemic. Connections still plans to expand to offer 4th grade education in the future.

Connections is approaching its stated goal to increase enrollment by approximately 14% from 2019 to 2021, as evidenced by its 6% enrollment in the 2019-20 school year. In the 2019-20 school year, Connections reached its goal of increasing the graduation rate by 20% over the 2016-2017 rate. The school's STEAM Academy has reached the eligibility threshold to earn GaDOE program certification, a previous goal of the institution. The State Charter Schools Commission's Comprehensive Performance Framework review results stated that Connections' operational score for 2018-19 "meets operational performance standards at 86 out of 100 possible points." Connections' operational score for 2019-20 was 98%, and the school's future goal for the operational score is to achieve 100 out of 100 possible points. Connections' goal to outperform the statewide average CCRPI score has been delayed due to the lack of a 2019-20 testing. For the upcoming 2020-21 school year, Connections has set a goal to outperform the district (which, for Connections is the state of Georgia) on the achievement, growth and/or single score for CCRPI.

Future initiatives include: 1) the formation of a College and Career Academy partnering with post-secondary schools and universities to provide post-high school opportunities and resources for students and 2) plans to expand STEAM academy offerings to students in grades 7-12.

APPENDIX A

Georgia Connections Academy's Contractual Agreements



EXHIBIT A
PARCHMENT SEND – K12 – MULTI-CREDENTIAL
SERVICES DESCRIPTION AND FEE SCHEDULE

Parchment and Member agree that the Parchment Services shall be provided in accordance with the following fees and provisions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Terms and Conditions.

1. **FEES.** The fees for the Parchment Services shall be paid to Parchment as selected below:

MEMBER SUBSCRIPTION: Member shall pay an annual subscription fee of \$ 4999.00 which covers the request of unlimited Credentials for up to 2,001 - 3,000 currently enrolled Credential Owners and/or Alumni (as defined below and by checking the appropriate option below) to Credential Recipients during the first year of the Initial Order Term. Electronic delivery of the Credential (and any Supplemental Documents requested) is included at no charge with each Credential request.

Currently Enrolled Credential Owners Only

Currently Enrolled Credential Owners & Alumni Credential Owners

PRINT SUBSCRIPTION: The Member Subscription above includes the U.S. domestic paper delivery of Credentials only for the Credential Owners indicated above to Credential Recipients.

LEARNER PAY (Per Transaction): Credential Owners or that are not currently enrolled with Member (referred to as “Alumni”) or other third-party Credential Requestors will be billed a Credential Request fee of **\$3.95** per Credential-type other than Verifications, and **\$12.00** per enrollment verification or graduation verification Credential-types. Member may also elect that currently enrolled Credential Owners will be billed a Credential Request fee of **\$3.95** per Credential (all types) by selecting the appropriate option below. Electronic delivery of the Credential is included at no charge with each Credential request.

Currently Enrolled Credential Owners

Alumni Credential Owners

Third-Party Credential Requestors

DISTRICT RECORDS MANAGEMENT (District Level - Per Transaction): Credential Owners or that are not currently enrolled at a District participating Institution (referred to as “Alumni”) or other third-party Credential Requestors will be billed a Credential Request fee of **\$3.95** per Credential-type other than Verifications, and **\$12.00** per enrollment verification or graduation verification Credential-types. Electronic delivery of the Credential is included at no charge with each Credential request.

Currently Enrolled Credential Owners

Alumni Credential Owners

Third-Party Credential Requestors

Please check the box for each credential type(s) that the District would like to be configured for district records management ordering and fulfillment during the initial implementation. (Additional supported credential types can be added at a future date if desired).

Transcripts

Replacement Diplomas

Enrollment Verification Certificates

Academic Certificates

Immunization Records

Graduation Verification Certificates

Birth Certificates

Special Education Records



All payments under this Order Form are due within thirty (30) days of the date of the invoice sent by Parchment. Invoices are sent upon the execution of this Agreement, or as otherwise shown in this Order Form.

All fees are **non-refundable**.

Participating Institutions. Member's subscription covers requests of currently enrolled Credential Owners at the participating institutions in its district. Each participating institution shall complete Parchment's client data sheet prior to implementation and use of the Parchment Services.

2. **SURCHARGE.** Member can add a surcharge to each transcript as a method of cost recovery for some or all of Member's fees, or an auxiliary revenue source. Surcharge amounts are decided by Member and may be adjusted by them using the Parchment Send administrator interface. Parchment shall retain 20% of these surcharges actually collected by Parchment and remit to Member on a quarterly basis, no later than 15 days following the end of each calendar quarter provided that the amount due is more than \$500. If below \$500, the balance will be carried to the next quarter and paid when the amount exceeds the minimum.
3. **PRINT SERVICES.** Parchment is an electronic credential delivery system. However, Credential Owners may elect to print and mail their Credentials at the time of request, subject to additional fees. The current print and mail additional fees are listed below.

\$2.75 for U.S. domestic paper delivery (including first class postage)

\$5.25 for international paper delivery (including first class postage)

4. **TRAINING AND PROFESSIONAL DEVELOPMENT SERVICES.** If and as selected on the Order Form, Member and Parchment agree that Parchment shall provide certain on-site training services to Member as described, and for the fees, set forth in this section.

4.1 Webinar Training. Parchment will provide a customized webinar training for Member for up to thirty (30) participants per session. Parchment will coordinate one 30-minute prep call with Member's contact to schedule the webinar training. Member shall pay a one-time fee of **\$750** per 60 minute plus 30 minute Q&A webinar training. All fees are non-refundable and are due within thirty (30) days of receipt of Parchment's invoice by Member.

4.2 Onsite Training (1/2 day). Parchment will provide a customized on-site training for Member for up to thirty (30) participants per session at the Member's location. Parchment will coordinate two 30-minute prep calls with Member's contact to schedule and prepare for the onsite training. Member will pay a one-time fee of **\$1,500** per onsite training. All fees are non-refundable and are due within thirty (30) days of receipt of Parchment's invoice by Member.

4.3 Onsite Training (Full Day). Parchment will provide one full day of customized on-site professional development training sessions, for up to twelve (12) participants per session, and two (2) sessions, or a maximum of twenty-four (24) participants per day (the "Full Day Onsite Training"). Member will pay a one-time fee of **\$2,500** per onsite training (full day). All fees are non-refundable and are due within thirty (30) days of receipt of Parchment's invoice by Member.

5. **DESCRIPTION OF PARCHMENT SEND: K12 Multi-Credential and District Records Management.** The Parchment Services ordered and described herein shall enable Credential Owners to order and request delivery of Credentials from the Credential holding institution to Credential Recipients (referred to as "Parchment Send"). Parchment Send also provides a number of additional features and functions, including Credential retrieval and the delivery of Analytics. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and/or to print and manually send Credentials to Credential Recipients. Member hereby designates Parchment as the Member's authorized provider in sending official copies of Credentials, on paper or electronically, to Credential Recipients, and agrees to provide such documents and certificates as Parchment reasonably requests, to confirm such authority to prospective Credential Recipients. The Parchment Services provides Member with several processing options, while providing a secure and intuitive online workflow for current students/alumni to request their credentials to be sent to any recipient worldwide. The Parchment Services provide full tracking, notifications, and reporting to both the Member's administrators and current students/alumni.



The Parchment Services shall be provided with the following features/functionality:

- 5.1 Fulfillment of receiver-initiated requests through the Document Request interface
- 5.2 eCommerce features to define surcharges to be collected on behalf of the Member, including:
 - Support for different surcharges for current Students or Alumni
 - Support for administrative control of transactions subject to a surcharge (i.e. all transactions or transactions after the first 'X' transactions)
- 5.3 Enhanced Credential upload options
- 5.4 Full transactional reporting
- 5.5 Administrative panel to manage the Member's account including:
 - Grading Periods
 - Approval Settings
 - 'To Do List' Queues Settings
- 5.6 Student Rosters & Registration Codes
 - As part of the implementation process, Members upload a Student Roster for the full student body (grades 9-12)
 - Parchment auto-generates a unique PIN for each student
 - Students (and parents) can use the PIN to register at a Parchment Site
- 5.7 Common App integration with the Common App online school forms to deliver transcripts electronically to Common App member colleges
- 5.8 If selected on the Member's Order Form, District Records Management utilizes the Parchment District processing workflow for all orderable documents centrally processed for Alumni and third-party Credential Requestors (third-party ordering).



PARCHMENT NEW CLIENT DATA SHEET

Please complete the sections as thoroughly as possible. This form is required to assist us in accurately configuring your account on the Parchment Member Network and ensuring we support your specific implementation process.

Primary Contact

Parchment's primary contact at the district / high school responsible for the Parchment Implementation and assisting us in communication and clarification throughout the implementation process.

Name Yolanda Kennedy Title School Operations Manager
 Email ykennedy@gaca.connectionsacademy.org Phone 678-825-3258 ext 319

Roster & Transcript Upload

Responsible for working with Parchment's Project Manager to Upload Student Roster(s) and Batch Upload Transcripts to support expediting the fulfillment process.

Name Brittany Barronton Title Records Clerk
 Email bbarronton@gaca.connectionsacademy.org Phone 678-825-3258

Website Communication: Adding Parchment Link

Responsible for adding the necessary HTML links, communication and Parchment ordering button to your website that will go to your customized Parchment ordering page.

Name Yolanda Kennedy Title School Operations Manager
 Email _____ Phone _____

Alumni Credentials Processing: District Contact

District Credentials contact responsible for processing Alumni Credentials Requests within Parchment.

Name Brittany Barronton Title Records Clerk
 Email _____ Phone _____

- District Process Alumni Requests earlier than the class of _____
- High School Process Alumni Requests for current students and alumni after the class of 2018
- No Alumni Requests will be processed through Parchment

CONFIGURATION DETAILS

STUDENT INFORMATION SYSTEM

Name Connexus Version _____

OPERATING SYSTEM

Name _____ Version _____



IMPLEMENTATION DATES

Begin Account Configuration	_____	Upload Parchment Link	_____
District Attend Training	_____	High School Attend Training	_____

HIGH SCHOOL DATA

High School Information

Name	<u>Georgia Connections Academy</u>	CEEB Code	<u>111141</u>
Website	<u>https://www.connectionsacademy.com</u>	Enrollment (9-12)	<u>2450</u>

Primary Contact

Responsible for initial Parchment communication and ongoing outreach at the high school level.

Name	<u>Yolanda Kennedy</u>	Title	<u>School Operations Manager</u>
Email	<u>ykennedy@gaca.connectionsacademy.org</u>	Phone	<u>678-825-3258</u>

Primary Sender

Primary contact for approving and processing credential requests.

Name	_____	Title	_____
Email	_____	Phone	_____

Backup Sender

Backup contact for approving and processing credential requests when the Primary Sender is unavailable / out of office.

Name	_____	Title	_____
Email	_____	Phone	_____

There is not a limit to the number of contacts. Additional Parchment Users may be added by the Primary Sender after initial training. The High School is responsible for adding and deleting Users as necessary.

HIGH SCHOOL DATA

High School Information

Name	_____	CEEB Code	_____
Website	_____	Enrollment (9-12)	_____

Primary Contact

Responsible for initial Parchment communication and ongoing outreach at the high school level.

Name	_____	Title	_____
Email	_____	Phone	_____

Primary Sender

Primary contact for approving and processing credential requests.

Name	_____	Title	_____
------	-------	-------	-------



Email

Phone

Backup Sender

Backup contact for approving and processing credential requests when the Primary Sender is unavailable / out of office.

Name

Title

Email

Phone

There is not a limit to the number of contacts. Additional Parchment Users may be added by the Primary Sender after initial training. The High School is responsible for adding and deleting Users as necessary.

Additional Copies of this sheet may be included to ensure Parchment receives all High School(s) Contact Information



EXHIBIT B
TERMS & CONDITIONS

Parchment Inc. and Member hereby agree to be bound by these Terms and Conditions as of the Effective Date, as attached and incorporated into the Order Form for the Parchment Services. The communications between Member set forth on the applicable Order Form, and Parchment Inc. ("**Parchment**") relating to the Parchment Services may include electronic means. Each of Member and Parchment may be referred to as a "**Party**" and collectively as the "**Parties**".

1 DEFINITIONS.

1.1 "Agreement" has the meaning set forth on the Order Form.

1.2 "Authorized User" means any Member employee or contractor or such other individual as may be authorized by virtue of such individual's relationship to, or permissions from, Member, to access the Parchment Services pursuant to Member's rights under this Agreement. Credential Owners will not be considered Authorized Users except as otherwise set forth herein.

1.3 "Confidential Information" means any non-public material or information relating to a Party which it discloses or makes available to the other Party under this Agreement, including, by way of example, research, strategies, inventions, processes, formulas, technologies, designs, drawings, finances, or other non-public information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the Services, the Analytics, Transactional Data, De-Identified Data, and any databases of Parchment (including any data models and data contained therein that is not Member-specific) are Confidential Information of Parchment.

1.4 "Credential" means a licensed transcript, academic certificate, enrollment verification certificate, graduation verification certificate, immunization records, birth certificate, special education records, or diploma of a Credential Owner.

1.5 "Credential Issuer" means the institution that issues, certifies, Awards, and/or maintains the Credential of a Credential Owner.

1.6 "Credential Owner" means an individual who has registered for the Parchment Services and uses the Parchment Site for the management of his or her Credential. Credential Owners may be provided access to the Parchment Services by their Credential Issuer.

1.7 "Credential Recipient" means an institution or an individual that receives (or is awarded) a Credential through the Parchment Services (for example, a college or employer or Credential Owner).

1.8 "Credential Requestor" means an authorized third party individual or institution that uses the Parchment Services to request electronic delivery and fulfillment of a Credential.

1.9 "De-Identified Data" means data for which the personally identifying information (e.g. name, email address, postal address) has been removed, and may include aggregated data, or statistics.

1.10 "Documentation" means Parchment's standard user manuals and/or related documentation generally made available to members of the Parchment Services purchased.

1.11 "Effective Date" has the meaning set forth on the Order Form.

1.12 "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights and trade dress; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.13 "Member Data" means the data, information and content provided by Member and/or Authorized Users through the Parchment Services, including Credentials, but excluding De-Identified Data and Transactional Data.

1.14 "Order Form" means Parchment's standard Parchment Services order form, executed by both Parties, which incorporates by reference the Services Description and Fees Schedule (attached to the Order Form as Exhibit A), these Terms and Conditions (attached to the Order Form as Exhibit B), and the Service Level Agreement (attached to the Order Form as Exhibit C).

1.15 "Parchment Services" means Parchment's digital credential services, as identified in a mutually executed Order Form or amendment to this Agreement, which enable Credential Owners and/or Authorized Users to access certain features and functions of Parchment's credential exchange and analytics platform as selected on the Order Form and described on Exhibit A to such Order Form. References to any Parchment Services include the Documentation.

1.16 "Parchment Site" means any of the websites located at <http://parchment.com> and any other URLs owned or operated by Parchment and designated by Parchment for use by Credential Owners as part of the Parchment Services.

1.17 "Professional Services" means any implementation, set-up, integration, training, custom development or other professional services provided to Member by Parchment.

1.18 "Request" (whether or not such term is capitalized) means to digitally request the issuance and transmission of one Credential electronically to one Credential Recipient.

1.19 "Services" means the Parchment Services combined with the Professional Services.

1.20 "Supplemental Document" means a school report, school profile, letter of recommendation, counselor recommendation, teacher evaluation, or unofficial test score. Supplemental Documents may be included with a Credential request at no additional charge.

1.21 “Terms and Conditions” means all the provisions, terms and conditions set forth in these Terms and Conditions and incorporated into each Order Form.

1.22 “Term” shall have the meaning set forth in Section 11.1.

1.23 “Transactional Data” means any non-personally identifiable data or information generated from Authorized Users’ or Credential Owners’ use of the Parchment Services, which may include, without limitation, the number of Credential Owners applying or requesting their Credentials be sent to a particular Credential Recipient, information provided to Parchment during registration, such as login details and test scores, and order history.

2 PARCHMENT SERVICES; ORDERS AND USE.

2.1 Orders and Provision of Access. Subject to this Agreement, Parchment grants to Member a non-exclusive, non-transferable right to permit Authorized Users to access the features and functions of the applicable Parchment Services ordered pursuant to an Order Form, subject to any restrictions set forth therein. As soon as reasonably practicable after the Effective Date, Parchment will provide to Member the necessary access protocols to allow Member and its Authorized Users to access the Parchment Services.

2.2 Multiple Institutions. Subject to payment of applicable fees and as indicated on the Order Form, Member can make the Parchment Services available to any of its participating institutions, divisions, or locations, if applicable. Each such participating institution may be referred to herein as an **“Institution”** and any reference to Member will include such institutions, divisions, or locations and Member will be responsible for the acts and omissions of its Institutions and any act or omission by an Institution which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

2.3 Usage Restrictions.

2.3.1 Member and its Authorized Users will not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Parchment Services are compiled or interpreted, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such code; (b) create any derivative product from any of the Parchment Services; or (c) allow third parties other than Authorized Users to gain access to the Parchment Services, with the understanding that Member will not be in breach of the foregoing restriction by using the Parchment Services to authorize, enable and permit Credential Owners who attend one of its Institution(s) to access the Parchment Services.

2.3.2 Member will use the Parchment Services only as contemplated by this Agreement and will not, nor will Member authorize any Authorized User, Credential Owner or other third party to, use the Parchment Services to: (a) send any form of duplicative and unsolicited messages; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) transmit through or post on the Parchment Services any unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (d) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Parchment Services or the data contained therein; or (f) attempt to gain unauthorized access to the

Parchment Services, computer systems or networks related to the Parchment Services.

2.4 Conditions on Use by Authorized Users and Credential Owners. Parchment may condition Credential Owners’ or Authorized Users’ (if using the Parchment Services on their own behalf and not on behalf of the Member) use of the Parchment Services, including the Parchment Site, on their acceptance of and compliance with the Parchment’s then-current terms of service, including the payment of any applicable fees. Any Credential Owner affiliated with the Member or an Institution may access the Parchment Site, subject to this Section 2.4.

2.5 Exclusivity. Parchment will be Member’s preferred and primary method to electronically deliver and/or Award Credentials to Credential Owners or Credential Recipients, as applicable.

2.6 Fee Waivers. Parchment may provide fee-waivers that can be used in place of other payment methods in order to assist students who have demonstrated that payment of the fees for the Parchment Services might represent an economic barrier to college entrance. Up to a maximum of four fee waivers may be allocated by the Member to any qualifying Credential Owner who has met the requirements for, and received a fee waiver from The College Board or ACT.

3 MEMBER RIGHTS AND OBLIGATIONS.

3.1 Authorized User Access to Service; Usernames. Member may permit Authorized Users to access and use the features and functions of the Parchment Services in accordance with this Agreement. Member will: (a) provide to Parchment information and other assistance as necessary to enable Parchment to establish usernames to be used by Authorized Users; (b) be responsible for maintaining the confidentiality of all Authorized Users’ usernames and passwords; (c) be solely responsible for all activities that occur under these usernames; (d) not to allow a third party to use its account, usernames or passwords at any time; and (e) notify Parchment promptly of any actual or suspected security breach. Parchment reserves the right to terminate any username and password that Parchment reasonably determines may be suspect. As between Member and Parchment, Member will be responsible for all acts and omissions of Authorized Users, and any act or omission by such Authorized Users which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

3.2 Member Obligations. Member is solely responsible for (a) the accuracy of any Member-provided means of authenticating Credential Owners using the Parchment Services; (b) the options it selects as part of the Parchment Services; (c) completeness, accuracy, and timely delivery of all Credentials to Parchment; (d) compliance with the Member’s regulations related to the transmission, issuance, and Award of Credentials, including the accuracy, completeness, of the Credentials; (e) operation of Member’s computer and communication systems; and (f) results of Member’s use of the Parchment Services. Additionally, Member will (i) inform Credential Owners and Authorized Users about the use and benefits of the Parchment Services, (ii) schedule appropriate staff training on how to use the Parchment Services, (iii) place Parchment name and logo and provided descriptive text and hyperlink promoting the Parchment Services on Member’s website; (iv) provide any required or requested data (e.g., roster of Credential Owners,

bulk uploads, course catalog data) necessary for the full functioning of the Parchment Services; (v) monitor and promptly respond to any requests for Credentials; and (vi) periodically update Credentials for use in the Parchment Services.

3.3 Requirement to Provide Member Data to Parchment.

Certain Member Data may be required for the proper operation of the Parchment Services. Member will make available in a timely manner at no charge to Parchment all Member Data required by Parchment for the performance of its obligations under this Agreement. Member will be responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Member Data; and (b) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Parchment Services. Member acknowledges and agrees that it is the legal custodian of the Credentials and that Parchment will send or Award the Credential as provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member Data or Credential provided to Parchment.

3.4 Legal and Regulatory Compliance. Member agrees to comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations in its acts and omissions relating to this Agreement, including without limitation the Family Education Rights and Privacy Act and the Protection of Pupil Rights Act.

4 PARCHMENT RIGHTS AND OBLIGATIONS.

4.1 Technical Assistance. Parchment provides certain limited support services as part of the Parchment Services. Member can designate up to two (2) Authorized Users to receive technical assistance from Parchment ("**Eligible Support Recipients**"). Such designees may be changed at any time by written notice to Parchment. Parchment will also use reasonable efforts to provide support to Credential Owners in accordance with Parchment's then-current support policies. Except as set forth above, Member will be solely responsible for the support of all Authorized User and Credential Owners accessing the Parchment Services. Subject to this Agreement including the payment of the applicable fees, Parchment will provide technical assistance to Member during Parchment's ordinary and customary business hours in accordance with its standard policies and procedures, with the understanding that such policies do not provide for any on-site support. To the extent the Parties agree that Parchment will provide on-site technical assistance, Member will be obligated to pay a fee to Parchment, in an amount determined by Parchment's then-standard hourly rates for such support, and Member will further reimburse Parchment for expenses related to travel and/or living expenses incurred by Parchment personnel in the provision of such on-site support.

4.2 Training. Parchment may, in its sole discretion, offer access to web-based classes and self-directed online training modules on the use of the Parchment Services. Member may request for Parchment to provide training services related to Member's use of the Parchment Services. Until the Member has ordered training services pursuant to a statement of work or separate agreement, Parchment will have no obligation to provide training services to Member other than as indicated above.

4.3 Communication with Users. As part of the provision of the Parchment Services under this Agreement, Member agrees that Parchment may communicate with Authorized Users and Credential Owners from time-to-time as may be necessary for the provision of the Parchment Services, in Parchment's reasonable discretion. Upon a Credential Owner registering on the Parchment Site, Parchment may communicate with such Credential Owner to the extent permitted under such relationship.

4.4 Continuous Development. The Parties acknowledge and agree that Parchment may continually develop, deliver and provide to Member ongoing innovation to the Parchment Services in the form of new features, functionality, capabilities and services. Accordingly, Parchment reserves the right to modify the Parchment Services from time to time. Some modifications will be provided to Member at no additional charge. In the event that Parchment adds additional functionality to the Parchment Services, Parchment may condition the implementation of such modifications on Member's payment of additional fees, and Member will not be entitled to such new functionality unless Member pays such fees, provided that Member may continue to use the version of the Parchment Services that Parchment makes generally available (without such features) without paying additional fees. If any modification materially and adversely affects the functionality of the Parchment Services, Member may provide written notice to Parchment within thirty (30) days of such change and, if Parchment is unable to provide substantially the same functionality to Member in the Parchment Services within thirty (30) days of Parchment receiving such notice, Member may terminate the applicable Order Form as its sole and exclusive remedy for such modification.

4.5 Parchment Obligations; Legal and Regulatory Compliance. Parchment will: (a) provide the Services in material accordance with the Order Form, Documentation and Exhibit A; (b) implement and maintain backup, security and business continuity measures, in accordance with industry practices, in order to maintain the security and integrity of the Parchment Services and Member Data; provided, however, that Parchment will have no obligation to backup or maintain the security of Credentials and other data and materials that are within the control of Member or any other Authorized User or Credential Owner; and (c) comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including the Family Educational Rights and Privacy Act and the Protection of Pupil Rights Act.

5 PROPRIETARY RIGHTS.

5.1 Member Data. As between Parchment and Member, Member owns all right, title, and interest in and to the underlying Member Data. Subject to the terms of this Section 5, Parchment agrees to hold confidential (in accordance with state laws, federal laws and specifically as provided for under FERPA) all Member Data it receives, and will not read the contents of any such Credentials in the Parchment Services, except as necessary to process the transaction through the Parchment Services or store the data as part of Services or in the ordinary course of its business. The parties agree and understand that Parchment does not verify any Member Data or the contents of any Credentials as complete or accurate, nor does it provide verification of status or any other item. The parties further agree and understand that Parchment shall not modify the Member Data or

Credentials provided to it for purposes of processing transactions through the Parchment Services, unless otherwise specified and agreed upon by Member and Parchment. The Parchment Services are limited to the description provided herein and in related Documentation. Notwithstanding the above, once Credentials are lawfully transmitted to a third party, the third party's, and those acting on behalf of the third party's, use of those Credentials is not governed by this Agreement.

5.2 Transactional Data. Parchment may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze Transactional Data. Transactional Data relies solely on data regarding the transaction of registering or transmitting the Credential through the Parchment Services, and does not include any data from the Credential itself. To the extent that any Transactional Data is generated through the Parchment Services and collected by Parchment, such Transactional Data will be solely owned by Parchment and may be used by Parchment for any lawful purpose, provided that the Transactional Data is used only in de-identified form and in a manner that does not permit the identification of any Credential Owner. Parchment agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Transactional Data.

5.3 De-Identified Data. Parchment may create De-Identified Data from Member Data. Parchment may create De-Identified Data from any data it collects or receives in connection with the Parchment Services. Parchment may use and disclose such De-Identified Data for any lawful purpose, provided that it is used in such a manner that does not permit the identification of any Credential Owner.

5.4 Intellectual Property Rights in Parchment Services. Member acknowledges that Parchment and its licensors own all Intellectual Property Rights in and to the Services (including all components thereof) and all work product, developments, inventions, technology or materials provided under this Agreement. Parchment reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair Parchment's and/or its licensors' Intellectual Property Rights in the Services, and any other materials, information, processes or subject matter proprietary to Parchment. Member further acknowledges that Parchment retains the right to use the foregoing for any purpose in Parchment's sole discretion.

5.5 Feedback. From time to time, Member and its Authorized Users may provide suggestions, enhancement requests, recommendations or other feedback relating to the operation or functionality of the Services ("**Feedback**"). Member will have no obligation to provide Feedback. Member hereby grants Parchment, and Parchment will have, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

5.6 Analytics. As part of certain Parchment Services, Parchment may provide Member with access to certain analytics and benchmarking data, which may include Transactional Data or De-Identified Data, each as defined above, and derivative works thereof, and other standard and/or customized reports prepared by Parchment for Member (all such reports, analytics, data, content and information, to be referred to as the "**Analytics**"). As between

Member and Parchment, Parchment retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein, except for any underlying Member Data therein. To the extent Parchment provides Member with access to any Analytics, Parchment grants Member a limited, non-exclusive, non-transferable license, subject to this Agreement, to use and reproduce the Analytics solely for Member's internal business use and for no other purpose. Member acknowledges that the Analytics are the Confidential Information of Parchment (and thus subject to the obligations in Section 7) and contain valuable trade secrets and other intellectual property of Parchment and its licensors. Member agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Parchment Services. The foregoing restrictions in this Section 5.6 will not limit how Member can use the Member Data to the extent it is not included in the Analytics.

6 FEES AND PAYMENTS.

6.1 Fees Payable. All fees are listed and payable in United States dollars. Parchment will submit invoices to Member for fees in accordance with the relevant payment schedules indicated on the applicable Order Form, if any, and, if applicable, each invoiced amount will be due and payable by Member within thirty (30) days of receipt of the relevant invoice. Unless otherwise expressly specified in Exhibit A to this Agreement, after the first twelve (12) months of the Agreement, Parchment, in its sole discretion, may increase the fees payable for Services under this Agreement annually. Parchment will provide at least sixty (60) days advance notice of such fees increase, which will be effective as of the date in such notice.

6.2 Disputed Charges. Member must notify Parchment in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Member will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

6.3 Late Payments; Interest. Parchment reserves the right to charge, and Member agrees to pay, a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

6.4 Taxes. Member understands that all amounts payable under this Agreement exclude all applicable sales, use, excise, gross receipts, other taxes fees, duties and charges and all applicable export and import fees, customs duties and similar charges (other than taxes based on Parchment's income) (collectively "**Taxes**"). Member agrees to be responsible for and to remit payment of all such Taxes arising from the payment of any fees hereunder. In the event that any state assesses liability for such Taxes to Parchment, Member agrees that, upon Parchment's request, it will provide Parchment with documentary proof that such Taxes have been paid or it will provide a tax exemption certificate. Any such Taxes imposed on any payments

hereunder to Parchment will be Member's sole responsibility and if Member fails to make such tax payments, Member agrees to pay all Taxes assessed to Parchment, along with applicable interest and penalties, within ten (10) days of demand therefor to Parchment.

7 CONFIDENTIALITY. During this Agreement, each Party will have access to certain Confidential Information of the other Party. Each Party agrees: (a) not to disclose the Confidential Information of the other Party to anyone except its employees, contractors and advisors ("Representatives") on a strict need to know basis and subject to a written duty of confidence, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement and (c) to use commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information. This Section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without reference to or use of the disclosing party's Confidential Information and by personnel without access to such Confidential Information. Each Party may disclose Confidential Information to the extent required: (1) by securities laws, (2) to comply with a court or governmental order, or to comply with applicable law or (3) to establish or preserve a Party's rights under this Agreement. Each Party will be responsible for the acts and omissions of its Representatives related to any breach of this Section.

8 WARRANTIES.

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that the execution and performance of this Agreement does not and will not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

8.2 Parchment Warranties. Parchment represents and warrants that it will provide the Services in a professional and workmanlike manner substantially consistent with general industry standards.

8.3 FERPA Warranty. Parchment will comply with the regulations of FERPA which are applicable to Parchment. NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, PARCHMENT WILL NOT BE RESPONSIBLE FOR VIOLATIONS OF FERPA RELATED TO MEMBER'S PROCESSES NOT RELATED TO THE SERVICES.

8.4 Member Warranties. Member hereby represents and warrants that it owns or otherwise has sufficient rights and all necessary consents to grant Parchment access to and use and display of the Member Data in accordance with this Agreement, and that its collection and provision of such Member Data complies with all applicable laws and does not violate any person's right of privacy or publicity.

8.5 No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE PARCHMENT SERVICES, PARCHMENT SITE, AND ANY OTHER MATERIALS, DATA AND/OR SERVICES PROVIDED BY PARCHMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND PARCHMENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR

ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY PARCHMENT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARCHMENT DOES NOT WARRANT THAT THE PARCHMENT SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET MEMBER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. MEMBER ACKNOWLEDGES THAT PARCHMENT'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF MEMBER ONLY.

8.6 Delays. PARCHMENT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PARCHMENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9 LIMITATION OF LIABILITY.

9.1 LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR PARCHMENT'S INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF PARCHMENT TO MEMBER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO PARCHMENT BY MEMBER IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

10 Indemnification Obligations of Parchment. Parchment will defend at its expense any suit brought against Member by a third party, and will pay any settlement

Parchment makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that the Parchment Services misappropriate any Intellectual Property Rights of a third party; (b) Parchment's breach of Section 8.3; or (c) Parchment's gross negligence or willful misconduct in handling the Credentials. If any portion of the Parchment Services becomes, or in Parchment's opinion is likely to become, the subject of a claim of infringement, Parchment may, at Parchment's option: (i) procure for Member the right to continue using the Parchment Services; (ii) replace the Parchment Services with non-infringing services which do not materially reduce the functionality of the Services; (iii) modify the Parchment Services so that it becomes non-infringing; or (iv) terminate the Parchment Services and refund any fees actually paid by Member to Parchment for the remainder of the Term then in effect, and upon such termination, Member will immediately cease all use of the Services. Notwithstanding the foregoing, Parchment will have no obligation under this Section 10 or otherwise with respect to any claim based upon (1) any use of the Services not in accordance with these Terms and Conditions or the Documentation; (2) Parchment's conformance to Member's specifications; (3) any use of the Services in combination with other products, equipment, services or content not supplied by Parchment; (4) any modification of the Services by any person other than Parchment or its authorized agents; or (5) the Member Data. THIS SECTION STATES MEMBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS. Parchment's obligations as set forth above are expressly conditioned upon each of the following: (A) Member promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) Parchment having sole control of the defense or settlement of any claim or suit; and (C) Member cooperating with Parchment to facilitate the settlement or defense of any claim or suit.

11 TERM AND TERMINATION.

11.1 Term. This Agreement is effective as of the Effective Date listed on the Order Form. The Term of this Agreement will commence on the Effective Date and will continue for as long as the Initial Order Term indicated on the Order Form and any subsequent renewals is in effect, unless terminated in accordance with this Section 11 (the "**Term**").

11.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

11.3 Termination upon Bankruptcy, Insolvency or Lack of Funding. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors; or (e) if the Member or the Member's sponsor is a state or

federal agency or institution, the funding for this Agreement is not provided to Member or the Member's sponsor by the legislature of the applicable state or federal government.

11.4 Suspension of Service. If Member fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Member Data and/or Credentials in the event of a threat to the security of the Parchment Service(s), Parchment will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Services (including access to the Parchment Services and/or Parchment Site) to Member and/or its Credential Owners, without liability to Member until such amounts are paid in full or such breach is cured (in Parchment's sole discretion), as applicable.

11.5 Accrued Obligations. Termination of this Agreement will not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 11 will incur no additional liability merely by virtue of such termination.

11.6 Effect of Termination. Upon any expiration or termination of this Agreement, Member will immediately discontinue all use of the Parchment Services and pay all amounts due and payable hereunder. Each Party will promptly delete or destroy any Confidential Information of the other Party, including all copies thereof, except that Parchment may retain the Member Data: (a) as required by law; (b) for up to thirty (30) days after the effective date of termination, Parchment will, upon written request, make available to Member a copy of its Member Data in one of Parchment's standard formats. After such period, Parchment may delete Member Data.

11.7 Survival of Obligations. The provisions of Sections 2.5, 3.4, 5, 7 through 10, 11.6 through 11.7, and 12, and Member's obligations to pay any amounts due and outstanding hereunder, will survive termination or expiration of this Agreement.

12 MISCELLANEOUS.

12.1 Force Majeure. Either Party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of that Party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.2 Notices. Member (a) consents to receive communications from Parchment in electronic form, whether via email, posting updates on the Parchment Site, or by other reasonable means, and (b) agrees that all agreements and other communication that Parchment provides to Member electronically satisfies all legal requirements as if on print writing. All notices required under these Terms and Conditions will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth on the Order Form (with notices to Parchment sent to the attention of the General Counsel). All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier.

12.3 Assignment. Neither Party will assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation will be null, void and of no effect. However, either Party may, without the written consent of the other Party, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of a merger, consolidation, change in control or similar transaction. This Agreement will be binding upon and inure to the benefit of Parchment and Member and their successors and permitted assigns.

12.4 Independent Contractors. Member and Parchment acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

12.5 Amendment. No amendment to this Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

12.6 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

12.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

12.8 Causes of Action. No action arising from or related to this Agreement may be brought by either Party more than one

(1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

12.9 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

12.11 Construction. Unless otherwise specified herein: (a) the word "including" means "including but not limited to"; and (b) any reference to days will mean calendar days. All headings are for convenience only.

12.12 Publicity. Parchment will be permitted to use Member's name and logo (subject to the appropriate party's style guidelines to ensure proper placement or use by the other party) (a) in association with Parchment's provision of the Services; and (b) on a client or partner list or partial client list during the term of this Agreement, provided that such list does not state or imply Member's endorsement of Parchment or the Services.

12.13 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

[End of Terms]

EXHIBIT C
SERVICE LEVEL AGREEMENT

1. Parchment will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction, defect, or non-conformity in the operation of the Parchment Services to substantially perform in accordance with the Documentation. Member will be responsible for conducting adequate research with respect to a defect or related issue prior to contacting Parchment for assistance. Member is obligated to respond promptly to all reasonable Parchment requests for pertinent information, documentation, technical and other assistance to assist Parchment with problem resolution. A reported issue will be logged and tracked by Parchment, and assigned a unique identifier that can be used by Member to refer to the reported issue, and will remain open until the issue is resolved. Reported issues will be assigned a severity level that is mutually agreed upon by Member and Parchment.
2. Parchment will employ commercially reasonable efforts to correct, or address with an action plan, issues reported by Member as follows:
 - a. Severity 1: Within four (4) business hours of receipt of the reported issue or its detection by Parchment. Level 1 is defined as a condition in which all or a critical function within the Parchment Services is unavailable to Member.
 - b. Severity 2: Within two (2) business days of receipt of the reported error. Level 2 is defined as a condition in which the Parchment Services is not fully performing, but is still able to operate at a reduced capacity.
 - c. Severity 3: Within five (5) business days of receipt of the reported error. Severity 3 is defined as a condition where the Member is experiencing a non-critical loss of function.
3. System Enhancements and Functionality Improvements.
 - a. Parchment will respond to requests for enhancements or upgraded workflow functionality within thirty (30) business days. The response will include a valuation of the request and whether it was an item for inclusion within the product roadmap or would be considered a client specific customization. Enhancements and improvements cover a desire to change either the look and feel or workflow of a feature or function within the Parchment Services. Any enhancements, modifications or improvements to the Parchment Services will be considered part of the Parchment Services.
 - b. Parchment may perform maintenance to the Parchment Services during its preexisting maintenance schedule (currently 12 p.m. to 4 p.m. Pacific Time on Saturdays) as necessary for the proper operation of the Parchment Services. During these periods, the Parchment Services may be unavailable to Member. Parchment will notify Member at least two (2) business days in advance of any planned maintenance. Parchment may change planned maintenance windows at its sole discretion and will notify Member of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. Parchment will also post notifications on both the Parchment Services and Parchment Site notifying interested parties of any planned service outages.
4. Parchment will use reasonable commercial efforts to make the Parchment Services available ninety-nine and one-half percent (99.5%) of the time, measured monthly, exclusive of planned maintenance and any of the following events that will not be considered downtime for the purposes of such measurement:
 - a. Any outage lasting less than five (5) minutes;
 - b. Any outage determined to be a result of Member's breach of the Agreement or other acts or omissions of Member;
 - c. Any outage determined to be a result of a failure of outside services or equipment not within the control of Parchment, including Member's hardware and software; or
 - d. Any outage determined to be beyond the reasonable control of Parchment, its subcontractors and/or business partners, including a force majeure event.
5. Member is responsible for (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing; and (ii) correctly configuring its systems in accordance with the Documentation. Member will promptly notify Parchment in the event any downtime occurs. Downtime will be deemed to begin when Parchment receives accurate notification thereof from Member, or when Parchment first becomes aware of such downtime, whichever first occurs. The obligations of Parchment set forth in this Exhibit C will be excused to the extent any failures to meet such obligations result in whole or in part from Member's failure(s) to meet the foregoing requirements.
6. Parchment will use reasonable commercial efforts to respond to any email inquiries through the Parchment Site by Credential Owners within two (2) business days.
7. Member's sole and exclusive remedy, and Parchment's sole and exclusive liability, for Parchment's breach of this Exhibit C will be the following credits. If Parchment fails to meet the service level in Section 4 in any month for a specific Parchment Services, Parchment will credit to Member one percent (1%) of the monthly subscription fee paid by Member (i.e., the prorated annual subscription fee) for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the prorated monthly subscription fee paid by Member. In the event Member has not elected to pay a subscription fee to Parchment hereunder, as Member's sole and exclusive remedy under this Section 7, Parchment will credit to Member one percent (1%) of the net amount of surcharges (if any) added to each Credential request by Member for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the net amount of surcharges added to each Credential request by Member.

ORDER FORM

Created Date	<u>10/29/2018</u>	Prepared By	<u>Linn Sillers</u>
Expiration Date	<u>10/31/2018</u>	Email	<u>linn@parentsquare.com</u>
Term	<u>12/1/2018 - 11/30/2019</u>	Phone	<u>805.452.0109</u>
District/ School	<u>Georgia Connections Academy</u>	Bill To Name	_____
Contact Name	<u>Sydney Jordan</u>	Email	_____
Email	<u>syjordan@gaca.connectionsacademy.org</u>	Payment Term	Net 30

Item	Unit Price	Total Units	Price
Annual Subscription Fee	\$5.00	4,400	\$22,000.00
One-time Set up Fee	\$500.00	1	\$500.00
First invoice fee (annual subscription + one-time set up)			\$22,500.00
Annual invoice fee after year 1 (annual subscription)			\$22,000.00

Package Details

Services include ParentSquare Engage Plus with the following add-on's: StudentSquare - Student Communication and App, Forms and Permission Slips, Parent-Teacher Conferences, Invoices, Payments and Fundraisers, Calendar and RSVP, Polls, Volunteering and Supplies Sign Ups, Volunteer Hours.


Terms and Conditions

The Services are subject to the terms contained in this Order Form, the School Agreement located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement"), and any exceptions listed in the Exceptions section below. By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/ School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/ School.

District/ School Signature

Name _____
 Title _____
 Date _____
 Signature _____

ParentSquare Signature

Name Anupama Vaid
 Title President and Founder
 Date 10/29/2018
 Signature 

Definitions

Annual Subscription Fee: An annual subscription fee is invoiced at Term Start Date and each year on the Term anniversary date. The annual subscription fee is re-evaluated each year based on participating student enrollment on the anniversary date upon renewal.

One time Set-up Fee: A one-time set-up fee is invoiced at Term Start Date. The set-up fee includes initial consultations for getting started with ParentSquare, ParentSquare set up as a co-branded website, online training sessions including a free live webinar training, data import of your School's families and staff either via direct data integration, SFTP import, or a manual upload.

VIRTUAL SUBSTITUTE SERVICES AGREEMENT

SUBMITTED BY

WiserEd Solutions, LLC

BUSINESS AGREEMENT

This agreement dated May 13, 2019 sets forth the terms and conditions whereby WiserEd Solutions, LLC (“**WiserEd**”) agrees to provide certain services to Georgia Connections Academy (“**Client**”), a Georgia Charter School located at 2763 Meadow Church Road, Suite 208, Duluth, GA 30097.

Hiring A Substitute Teacher/Counselor/Staff Pool

WiserEd will be responsible to recruit qualified substitute teachers, counselors, and staff. This will be accomplished using job search engines as well as attending job fairs throughout the state and/or country. All personnel will be employees and/or contractors of WiserEd Solutions, LLC and will be required to complete a Federal Background and Fingerprint check through the Georgia Bureau of Investigation (GBI) and/or the state in which the substitute resides. WiserEd will review all reports and only place substitutes with a clear criminal history record.

Training Substitute Teachers/Counselors/Staff

WiserEd will provide its employees with initial and ongoing training necessary to perform the daily functions of teachers at Georgia Connections Academy. This includes but is not limited to training on the learning management system, data management and entry, and communication protocols and requirements. WiserEd will require access to the learning management system and unique usernames and logins for all employees from the Client.

WiserEd will require all employees/substitutes to sign a FERPA Acknowledgement and to complete Child Safety Training for online child abuse prevention.

Scheduling Substitute Teachers/Counselors/Staff

WiserEd will provide a substitute services request portal for the Client to use for the substitute request. The school will make the request at least 10 days prior to the start date for the substitute. WiserEd will provide confirmation of the substitute request along with the assignment within five (5) business days of the request.

WiserEd will make every effort to place substitute teachers who are certified in the subject area and grade levels requested. In the event that a certified sub is not available, WiserEd will make a temporary placement until a certified sub is either available or recruited.

PRICING

WiserEd charges a base fee of \$2000 per semester. This base fee covers the costs of recruitment, training, and management. The daily rate for a substitute teacher is \$200 per day. Rates are subject to annual increase. If you call upon us to perform services on other matters, our fees will be the same as those set forth herein unless an alternate arrangement is made. Fees are fixed for the academic year in which the contract was set forth.

TERMS AND CONDITIONS

- 1. Service:** It is understood and agreed that WiserEd services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client. In connection with its services hereunder, WiserEd shall be entitled to rely on all decisions and approvals of the Client.
- 2. Fees and Expenses:**
 - 2.1 As compensation for the services and the rights granted to WiserEd in this Agreement, the Client shall pay WiserEd Solutions, LLC within 30 days of the invoices, as outlined in the Pricing, payable bi-monthly. WiserEd acknowledges that WiserEd will receive an IRS Form 1099-Misc from the Client, and that WiserEd shall be solely responsible for all federal, state, and local taxes.
 - 2.2 Properly submitted invoices upon which payment is not received within thirty (30) days of the invoice date shall accrue a late charge of the lesser of (i) 1 1/2% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, WiserEd shall have the right to halt or terminate entirely its services until payment is received on past due invoices. The Client will hold WiserEd harmless for the discontinuance of and/or delay in providing recordkeeping services as a result of late or nonpayment of fees. No obligation will exist to refund any deposit or fees for which services have been rendered.
- 3. Term:** The term of this Agreement shall commence on July 15, 2019 and shall continue until June 30, 2021. Any extension of the Term will be subject to mutual written agreement between the parties. Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of WiserEd’s services

hereunder. Either party may terminate this engagement at any time by giving written notice to the other party not less than 10 calendar days before the effective date of termination.

- 4. Ownership:** WiserEd has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methodologies, procedures, process, know-how, and techniques (including, without limitation, function, process, system and data models); templates; the generalized features of the structure, sequence and organization of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively, the "WiserEd" Technology).
- 5. Indemnification:** The Client agrees to indemnify and hold WiserEd harmless from any liabilities, expenses and damages (including attorney fees) arising out of, or in connection with this Agreement.
- 6. Employment of WiserEd Solutions, LLC Personnel:** Each party agrees that during the Term of this Agreement and for a period of 12 months following the termination or expiration of the Agreement that:
 - (a) the Client shall not make any solicitation to employ WiserEd Solutions personnel without written consent from WiserEd, to be given or withheld in WsierEd's sole discretion.
 - (b) WiserEd shall not make any solicitation to employ the Client's personnel without consent from the Board of Directors, to be given or withheld at the Board of Director's discretion.

WiserEd Solutions, LLC is looking forward to providing Georgia Connections Academy with quality substitute services to ensure the school's academic success!

Very truly yours,

[WiserEd]

BY: _____

(signature)

Elisa Buckner

Title: Owner

WiserEd Solutions, LLC

Federal Tax Id. No.: 83-1199722

[CLIENT]

UNDERSTOOD AND AGREED:

BY: _____

(signature)

Name: _____

(printed name)

Title: _____

(Title at Georgia Connections Academy)

Date: _____

hereunder. Either party may terminate this engagement at any time by giving written notice to the other party not less than 10 calendar days before the effective date of termination.

4. **Ownership:** Wisered has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methodologies, procedures, process, know-how, and techniques (including, without limitation, function, process, system and data models); templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively, the "WiserEd Technology").
5. **Indemnification:** The Client agrees to indemnify and hold Wisered harmless from any liabilities, expenses and damages (including attorney fees) arising out of, or in connection with this Agreement.
6. **Employment of Wisered Solutions, LLC Personnel:** Each party agrees that during the Term of this Agreement and for a period of 12 months following the termination or expiration of the Agreement that:
 - (a) the Client shall not make any solicitation to employ Wisered Solutions personnel without written consent from Wisered, to be given or withheld in Wisered's sole discretion.
 - (b) Wisered shall not make any solicitation to employ the Client's personnel without consent from the Board of Directors, to be given or withheld at the Board of Director's discretion.

WiserEd Solutions, LLC is looking forward to providing Georgia Connections Academy with quality substitute services to ensure the school's academic success!

Very truly yours,

[WiserEd]

BY: Elisa Buckner
(signature)

Elisa Buckner

Title: Owner

WiserEd Solutions, LLC

Federal Tax Id. No.: 83-1199722

[CLIENT]

UNDERSTOOD AND AGREED:

BY: Rich Thompson
(signature)

Name: RICH THOMPSON
(printed name)

Title: BOARD CHAIR

(Title at Georgia Connections Academy)

Date: 6/20/19

**CONNECTIONS EDUCATION LLC
CHARTER SCHOOL VIRTUAL LEARNING PROGRAMS
STATEMENT OF AGREEMENT**

Customer Name: GEORGIA CONNECTIONS ACADEMY
Contact Person: Rich Thompson, Board President
Phone Number: 770-361-0408
Email Address: Rich@ameripublic.com
Effective Date: July 1, 2018

1. Georgia Connections Academy (“School”) and Connections Education LLC (“Connections”) are hereby entering into this Statement of Agreement (“Agreement”) whereby School, by and through its Governing Board, Georgia Connections Academy Charter School, Inc., for the fees provided for herein is contracting with Connections to receive access to certain virtual education products through Connexus[®], Connections’ education management system (“EMS”), along with associated support services, as more fully set forth herein (collectively “the Education Program”).
2. **Defined Terms:** Capitalized terms within the Agreement, not otherwise defined herein, have the meanings ascribed to them in the Index of Defined Terms, attached hereto and incorporated herein by reference.
3. **Connections Responsibilities:**
 - a. **Education Program.** Provide the Curriculum which, when supplemented with Teacher provided additions and modifications, meets the State Standards, as adopted by the Georgia Department of Education. The Curriculum shall include, at a minimum, the following:
 - i. Connections standard Course offering, including core and elective subjects, augmented by a mix of supporting online and offline instruction and intervention resources;
 - ii. Access to teacher directed extended learning activities; nationally facilitated non-School directed extracurricular activities, activities, and special events described in the Program Guide;
 - iii. To the extent permitted by Georgia law, access to certain courses taught through the International Connections Academy (“iNaCA”);
 - iv. In accordance with the license terms set forth in Section 6 below, a license to use all required curricular and instructional materials that are part of Connections’ standard offering, including textbooks, ancillary materials such as workbooks, kits, texts and other instructional resources (collectively “Instructional Materials”). Instructional Materials will be provided in compliance with Students’ individualized education plan (“IEP”) or 504 Plan;
 - v. Access to online lesson content, instructional materials, including Teachlet[®] tutorials, Longitudinal Evaluation of Academic Progress (“LEAP”) and other intangible educational resources included in Courses.

- a. The actual ADM figure multiplied by \$25.
 - b. The minimum payment size would be \$10,000 for such Academic Year.
 - c. The payment will be paid to the school in the form of a check.
4. Any payment provided to the school shall not be subject to the Deficit Protection credit provided in this Agreement, thus leaving the funds to be saved or spent at the Board's discretion with the only restrictions being that the use cannot drive ongoing operating costs higher as set forth in Section 11.f.ii. and cannot compromise the Education program.
 5. Payment funds awarded under this Program will be accounted for separately by School Financial Services and reported on a regular basis to the Board.

Example

Example Connections Academy	2017-18 Budget	2017-18 Actual
(a) Compensation Expense	\$11,154,607	\$11,085,125
(b) All Other Operating Expenses	23,855,656	23,300,225
(c) Required Connections Charges	(21,269,149)	(20,852,349)
(d) Subtotal All Expenses = (a + b + c)	\$13,741,114	\$13,533,001
(e) ADM (Average Daily Membership)	4,000	3,950
(f) Metric (Target or Actual) = (d÷e)	\$3,435	\$3,426
Is Actual < Target ?		Yes
Board Discretionary Payment Earned (@ \$25 per Actual ADM)		\$98,750*

* 3,950 x \$25 = \$98,750

b. Connexus[®] Access.

- i. In accordance with the license terms set forth in Section 6 of this Agreement, a license for the duration of the Term to access and use Connections' proprietary technology platform, known as Connexus[®] (or any successor technology platform(s) to Connexus to which Connections transitions the School) (collectively, "Connexus"), for purposes of utilizing the Education Program set forth in Section 3 of this Agreement, including providing web-based access to the Education Program from non-school sites to Students, Caretakers of Students, Learning Coaches, Teachers, and Administrative Staff;
- ii. Access to other technologies, including those offered through Connexus, including the Connexus student information system, lesson scheduling tools, accountability tools, messaging, video and audio streaming, and message board forum; and the ability to track Student progress.

c. Operations Services. Under the direct oversight of the Governing Board, and subject to the Delegation of Responsibility set forth in Section 4.b.ii. of this Agreement, provide services critical to the operation and integrity of the Education Program of the School ("Operations Services"), including, the provision of human resources services set forth in Section 3.m.i. below. Operations Services shall be provided in accordance with the Charter, federal and state law, and the authority conferred to Connections by the Governing Board, including all policies and procedures set forth in the Governing Board approved Student and employee handbook. Connections shall support the school, prepare any policies the School believes it will need to adopt to be compliant with State law, as well as prepare all reports to the Caretakers, and/or other third parties required by law and/or the Governing Board. To the extent any School operational practice, including any aspect of the Delegation of Responsibility from the Governing Board to Connections in Section 4.b.ii. of this Agreement, is determined to violate the Charter, federal or state law, the parties agree to negotiate in good faith an amendment to this Agreement to cure such determined violation.

d. Complaints. Together with the Lead School Administrator, promptly investigate any concerns or complaints raised by the Governing Board involving the performance of any member of the Administrative Staff, Teachers, Special Education Director or other personnel providing support services to the School, regardless of whether: (i) employed by Connections; (ii) employed by the School; or (iii) retained as an independent contractor.

e. Counseling and Related Services. Provide support to guidance counselors and advisory teachers in their provision of academic counseling and other related services to Students, including assisting in the development of protocols and providing consultative support in connection therewith.

f. Services to Special Need Students.

- i. Assist the School in the development of Special Education Protocols that will govern the manner in which Special Education Services are provided; and

- ii. Provide consultative support to the Special Education Director in support of the Special Education Services provided by the School, as well as periodic compliance assessments to the Board of Trustees of the School's delivery of Special Education Services.
- g. Enrollment and Academic Placement Processing. Implement and conduct the School enrollment process on behalf of the School, in accordance with placement and withdrawal policies and procedures adopted by the Governing Board and Connections, and consistent with local, state and federal law. The School hereby appoints Connections as the School's agent throughout the enrollment process for purposes of obtaining and delivering information from and to Students and Caretakers relevant to the enrollment and placement process.
 - i. Except as otherwise provided for in this Section, dual or part-time enrollment will not be permitted except by prior written agreement by Connections and the School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.
 - ii. The School has no responsibility to pay Connections for any Students Enrolled in the School who are not eligible.
 - iii. Connections shall maintain a list of the Students Enrolled on behalf of the School and shall provide such list to the School promptly upon request.
 - iv. Connections will report on the status of withdrawals to the School monthly during the Academic Year, or whenever requested by the School.
 - v. Connections will be responsible for reimbursing the proceeds of any state and federal funds that it has received to the extent the School is required to repay such funding as a result of a Student's withdrawal.
- h. Repository of School Records. The School hereby appoints Connections its repository of electronic Student Records and other electronic School records, including financial records. Connections shall store and maintain such electronic Student Records and other electronic School records in accordance with state, local and federal requirements and consistent with commercially reasonable technical and organizational measures intended to protect against: (i) accidental or unauthorized destruction; (ii) accidental or intentional loss or alteration; or (iii) unauthorized disclosure or access. In the event the Agreement terminates, Connections shall be obligated to maintain said repository for a period of seven (7) years following such termination for no additional fee. Further, upon reasonable request, and in a manner that will not interfere with the Authorized Users accessing the Education Program, for the duration of being the Repository of School Records, Connections shall make available to the School's independent auditor, all electronic School records, including financial records.
- i. Student Records Support. In furtherance of its enrollment and placement related obligations set forth in Section 3.g. of this Agreement and in connection with its repository obligations set forth in Section 3.h. of this Agreement:

- i. Connections shall receive from Caretakers all Student Records on the School's behalf that are submitted electronically through its secure, password-protected system.
- ii. Connections shall maintain the confidentiality of all Students' records in compliance with applicable state and federal laws, and pursuant to the confidentiality provisions set out in Section 17 of this Agreement. Connections shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law.
- iii. All Student Record information shall remain the property of the School, and, to the extent not immediately available through the School's on-demand access, shall be provided to the School via a secure means within five (5) business days of the School's written request for such information. To the extent permitted by law, Connections may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the School provides written notice requesting that specific records be returned or Destroyed.
- iv. Unless the parties expressly agree to a longer time period, Connections shall certify to the School within one (1) year from the date it receives instructions, as to what Student Records are to be returned or Destroyed, that it has complied with the instructions of the School in connection with such notice.
- j. Testing and Assessments. Support the administration of all State required testing and other State mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State of Georgia standardized tests or other State mandated testing.
- k. Insurance. Maintain and keep in force the insurance policies set forth in **Exhibit A**, which shall be in amounts that are no less than the minimum levels required by the Charter, applicable law, or both. Liability, casualty, and property insurance for any facility leased directly and/or managed by the School, and any capital equipment or furniture and fixtures owned by the School, as well as Director and Officer's Insurance in the amount required by the Authorizer will be the responsibility of the School.
- l. Public Website. Maintain a public web site on behalf of the School that will contain or link to any information required by the Charter School Law.
- m. Other Professional and Technical Support Services.
 - i. Provide human resources and support services integral to delivery of the Education Program, including: (1) recruiting and training of School Staff, and other support service providers employed or otherwise engaged by the School, as well as providing guidance and support to the Lead School Administrator in the supervision, monitoring and support of such personnel and supporting the annual performance evaluation process for such personnel, based on a combination of competencies and goals, which will be submitted annually to the Board of Directors for its consideration and approval; (2) implement a performance based compensation program, or other program mutually agreed upon by Connections and the Governing Board, for all School Staff designed to attract and retain qualified personnel; (3) payroll and benefits administration, including providing employee benefit plans as

required by law; (4) conducting background checks, including pre-employment reviews as specified by law; and (5) assisting in the development of an employee handbook and school handbook that shall be submitted for review and adoption to the Governing Board.

- ii. Provide 24/7/365 technical support through on-line Help (in Connexus[®]) and live phone support via Connections Support Services to parents and students Monday-Friday 9:00 a.m. to 9:00 p.m. (ET)), and to staff Monday-Friday 8:00 a.m. to 6 p.m. (ET), which hours are subject to change at Connections' discretion, with prior notice to the School. For Students not using computer technology provided by Connections, Connections shall provide initial technical support to ensure Students have the minimum requirements necessary to participate in the Education Program, and ongoing technical support on an as needed basis for the Students' use of Connexus[®].
- iii. Assist the School in their recruitment and support of Community Coordinators, including obtaining any criminal background checks and child abuse clearances for each Community Coordinator, as required under applicable law.
- iv. During the Academic Year, staff a virtual educational resource center during the hours of 9:00 a.m. to 6:00 p.m. ET with education professionals trained in the delivery of the Education Program to provide applicable School Staff with additional education support services.
- v. Provide all Teachers with access to all Instructional Materials supplied to Students as necessary to conduct their teaching responsibilities.
- vi. Provide Governing Board Members and School Staff with training in Connections protocols and other best practices. In addition, as part of its fee for the Education Program paid to Connections, Connections will make available to the Governing Board and School Staff continuing professional development and other related training, leadership development and peer to peer networking opportunities (collectively "Training") that support the School mission and delivery of the Education Program and which shall be sufficient, at minimum, to allow the respective Governing Board Members and School Staff to comply with applicable laws that specify Training requirements. All costs associated with such Training shall be the responsibility of Connections, including related travel, housing, meal and hospitality costs, except to the extent Connections notifies the School prior to the Training opportunity of those costs, the School will be required to cover. All Connections' sponsored training will be for the purpose of promoting the School's education mission and other related official school business.
- vii. Provide training and support programs and materials to Students, Learning Coaches, Caretakers and community coordinators on the Curriculum, use of Connexus[®], various Connections policies and procedures, and other technology to support Student learning as appropriate.
- viii. As part of Connections' Education Program responsibilities, and in order to facilitate the School's ability to oversee Connections' Operation Services and Education Program responsibilities ("Program Oversight"), Connections shall make key personnel reasonably available for advisement and consultation with members of the

- Governing Board, Authorizer, and/or Lead School Administrator or his or her designee. Except to the extent otherwise agreed, reasonable expenses incurred by Connections, including hospitality related expenses, in connection with Program Oversight, shall be paid out of the fee for the Education Program paid to Connections.
- ix. Under the direction of the Governing Board treasurer, provide accounting support services to the Governing Board, including providing all necessary supporting reports for all Connections activities under this Agreement.
 - x. Assist the Governing Board treasurer in the development of a Budget for the Governing Board's consideration and approval on an annual basis.
 - xi. Provide audit support and local, state and federal financial reporting support, as well as related consultation support to the Governing Board.
 - xii. Develop and implement a Public Information Campaign ("PIC") utilizing a combination of national and local information campaign strategies designed to inform and engage potential students, their Caretakers, and other interested parties about the School. Local PICs will be developed in collaboration with the School's PIC coordinator and designated staff.
 - 1. All local PICs will comply with Connections' trademark usage guidelines located at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>.
 - 2. Connections is under no obligation to implement any PIC initiatives promoted by the School that Connections determines will have a negative impact on its brand identity and/or reputation in the Marketplace, including in relation to the School.
 - 3. PIC activities for each Academic Year during the term, commence on or before the January immediately preceding the Academic Year in question.
 - 4. Fees for PIC related activities supporting the Academic Year in question are not invoiced until the start of such Academic Year, and then, are invoiced to the School in monthly installments spread out over the course of such Academic Year, with any outstanding amounts owed being invoiced in the final invoice for such Academic Year. For the sake of clarity, the PIC activities related to the 2018-19 school year may begin as early as January 2018, but the invoicing for them will not commence until July 2018 and continue through the final invoice related to the 2018-19 school year.
 - xiii. Serve as an invoice payment processor for the School for school operations invoices. All costs associated with the invoices, however, remain the responsibility of the School and will be reimbursed at cost to Connections.
 - xiv. Provide logistic services in connection with the Connections provided physical Curriculum materials, including procurement, contracting, storage, fulfillment, and other services required to obtain, deliver, collect and warehouse these materials.
 - n. Provision of Computer Technology for School Staff. For all School Staff and the Lead School Administrator, provide and maintain in working condition the Computer Technology necessary to provide the Education Program. Any Computer Technology provided by Connections will be the exclusive property of Connections or its contractors

and will be returned upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner. The School shall not be responsible for ensuring the return of Computer Technology.

- o. Provision of Computer Technology for Students. To the extent required by law and/or the Charter, provide access to Computer Technology solution to Students, which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such Computer Technology, as well as other related comprehensive logistical support services, such as, set up, Connexus[®] interface mapping, and technical support, in accordance with Connections' established policies and procedures. Any Computer Technology provided by Connections will be the exclusive property of Connections, and will be returned upon the termination of this Agreement, or when the Student is no longer Enrolled, whichever is sooner. The Computer Technology may be updated from time to time by Connections. The School and the Governing Board shall not be responsible for ensuring the return of Computer Technology. However, to the extent that such Computer Technology is not recovered, Connections may invoice Caretakers, unless prohibited by law, for any Computer Technology not returned.

4. **Governing Board Responsibilities:**

- a. Governance. Obtain and maintain the governance and organizational structure required by law and/or the Charter.
- b. Management of the School.
 - i. The Governing Board shall be responsible for adopting any necessary policies to comply with state law in oversight of the School, as well as overseeing the day to day affairs of the School, subject to the Delegation of Responsibility set forth below.
 - ii. Delegation of Responsibility and Rescission Procedure.
 - 1. Subject to Section 4.c. and the Governing Board's authority to rescind such delegation, in order to ensure the quality and integrity of the Education Program and to fully leverage Connections experience providing comprehensive support services to full time virtual K-12 virtual schools, the Governing Board delegates to Connections ("Delegation of Responsibility"), all responsibilities associated with the recruiting, training, supervision, oversight, discipline and dismissal of Teachers, Administrative Staff, the Special Education Director, 504 coordinator, clerical staff, and other such support positions as may be necessary to support School operations. Nothing herein shall interfere with the Governing Board's ultimate responsibility to establish staffing levels as provided for in the Budget process set forth in Section 11.k.
 - 2. All terminated School employees shall have the ability to have their terminations reviewed by the Governing Board, as further set forth in the employee handbook and no termination action will be considered final until the later of: (i) the time period to request review has expired and no such request has been timely made; or (ii) the Governing Board has affirmed such termination in accordance with the termination procedure set out in the employee handbook.

3. The Governing Board reserves the right through resolution by a properly constituted Governing Board to void or modify any decision made by Connections under the Delegation of Responsibility. Any Governing Board action to void or modify any decision made by Connections under the Delegation of Responsibility shall take effect at a time and in manner specified by such Governing Board resolution.
 4. The Delegation of Responsibility may be rescinded in whole or in part upon adoption of a resolution by a properly constituted Governing Board setting forth the parameters of such rescission. Any Governing Board decision to rescind the Delegation of Responsibility, whether in whole or in part, shall not take effect any earlier than the close of the Academic Year in which such rescission is communicated to Connections, provided however, the notice of rescission must be provided to Connections by January 1 of such Academic Year.
 5. Prior to the adoption of any resolution either voiding or modifying a decision arising out of, or related to the Delegation of Responsibility, or rescinding in whole or in part the Delegation of Responsibility, the Governing Board shall consult with Connections and explain the reasons therefor. In the event of the rescission of the Delegation of Responsibility set forth herein, Connections has the option to terminate this Agreement or agree to negotiate a new agreement with the Board that establishes the rights and responsibilities of the Parties following such rescission. Any termination under this section shall not take effect until the close of the Academic Year in which such notice of termination is provided and shall be subject to the post-termination provisions set forth in Section 20.b. of this Agreement. As part of this Delegation of Responsibility, and regardless of any Governing Board decision to rescind such delegation, if Connections has a concern about the legality of any action by the Governing Board or lack of action relating to any Board management decision of the School that Connections believes could jeopardize the school's reputation or ability to continue as an ongoing concern, Connections may refer the matter to the Governing Board's Counsel of Record for review and analysis, and take such other action available to Connections under the terms of this Agreement and/or applicable law.
- iii. The Governing Board shall be responsible for adopting any necessary policies to comply with state law and regulation in the oversight of the School and to promptly inform Connections of any obligations or deficiencies in the School's operations.
 - iv. The Governing Board shall perform any responsibility assigned to Connections under the terms of this Agreement to the extent such delegated task or responsibility is in conflict with or nullified by any applicable law, regulation and/or the terms of the Charter.
 - v. The Governing Board shall perform any responsibility not explicitly assigned to Connections under the terms of this Agreement, that would otherwise be the responsibility of the School under applicable law, regulation and/or the terms of the Charter, unless and until, Connections and the School reach agreement regarding under what conditions such responsibilities will be delegated to Connections.

- c. Education Program Administration. Administer the Education Program in a manner that fully implements the Education Program as designed by Connections.
- i. Employment of School Staff. Subject to the Delegation of Responsibilities set forth above, the School shall be the employer of all School Staff and the Governing Board has final authority over matters relating to hiring, compensation, discipline, termination, as well as employment policies and procedures as set forth in the School employee handbook. The Governing Board shall consult with Connections in determining such compensation arrangements due to the impact on the school budget, and shall not adopt a compensation arrangement that will cause the School to run a deficit except when expressly agreed to in writing by Connections, and then only to the extent of such written agreement. Failure to obtain such written consent shall result in a loss of Deficit Protection provided for in Section 11.g. of this Agreement.
 - ii. The Lead School Administrator, in consultation with Connections, shall be responsible for the day to day delivery of the Education Program and supervision of all School Staff, and shall be the primary interface between Connections and the Board of Directors, as well as the primary interface between the Board of Directors and the School Staff. The Lead School Administrator may also from time to time be referred to as the principal or Executive Director. The Lead School Administrator consults with Connections on the recruiting, selection, training, supervision, oversight, discipline and dismissal of Teachers, Administrative Staff and clerical staff. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to: reporting regularly to the Board of Directors; supervising administrative personnel; inspiring Teachers to teach and facilitate student learning; Students to engage in learning; and Learning Coaches to engage in their Student's learning consistent with the school's mission. The Teachers shall report to the Lead School Administrator or such individual as shall have been designated by him or her, and the Lead School Administrator shall work collaboratively with the Connections designated Director of Schools, or his/her designee, who will provide guidance to the Lead School Administrator, all under the oversight of the Board of Directors. The Lead School Administrator shall comply with Connections practices and protocols in the delivery of the Educational Program, and shall report to Connections as to the implementation of such practices and protocols. In consultation with Connections, the Lead School Administrator will promptly investigate and take action to address any complaints or concerns raised by the Governing Board, or others regarding the performance or conduct of any Teacher or Administrative Staff member. The Lead School Administrator shall provide a prompt report to the Governing Board and Connections on any and all actions taken in response to such a request.
 - iii. Under the direction of the Lead School Administrator, and in furtherance of Section 5 below, the Special Education Director, who shall be properly credentialed and have all necessary certifications required by Georgia law to hold such position, is responsible for overseeing the provision of Special Education Services, including the implementing of the Special Education Protocols, overseeing all personnel involved in the provision of Special Education Services, including the School's Section 504

coordinator, and all outside contractors retained for such purposes. The Special Education Director may also act as a Teacher, and/or the 504 coordinator, to the extent qualified to do so, in addition to their other responsibilities.

- iv. All other Administrative Staff shall take their day to day direction from the Lead School Administrator or his or her designee. If the respective Administrative Staff have the required credentials to teach, these staff members may also act as Teachers in addition to their other responsibilities.
 - v. All Teachers shall be licensed and credentialed pursuant to Georgia law, shall take their day to day direction from the Lead School Administrator or his or her designee, and in all respects shall comply with Connection's practices and protocols in the delivery of the Educational Services.
 - d. Administer Established Protocols, Policies and Procedures. Abide by and oversee the administration of all Connections established protocols, policies and procedures in connection with the Education Program, including requirements for Course completion (including awarding of transfer credit where applicable), grade attainment, and attendance in order to meet minimum requirements for graduation with a School diploma, and return and recovery policies in connection with the use of Connections provided Computer Technology and Instructional Materials.
 - e. Diplomas. Grant diplomas based on attainment of minimum State requirements for graduation.
 - f. Insurance. Except for that insurance identified in Exhibit A, obtain and maintain the following policies of insurance, as required and/or permitted by applicable law: director and officer liability, workers compensation with minimum limits established by law, educators' legal liability, employment practices liability and general liability insurance. To the extent permitted by applicable law, Connections shall be added as additional named insureds on all policies of insurance obtained and maintained by, and for the benefit of the School.
5. **Special Education Services:**
- a. Special Education Protocols. The School will adopt Special Education Protocols that comply with state and federal law, and the Charter, with respect to Special Needs Students. In consultation with Connections, the Special Education Protocols will be subject to review and revision from time to time throughout the Term. The Special Education Protocols and all modifications to the Special Education Protocols are subject to Connections' approval. The Special Education Director will fully and consistently implement such Special Education Protocols in the provision of Special Education Services and will accept guidance from Connections with respect to providing Special Needs Students with a free and appropriate education ("FAPE").
 - b. Replacement of Special Education Director. Connections shall have the right to request that the School replace the Special Education Director in the event that Connections determines that the Special Education Director is not administering the delivery of Special Education Services in accordance with state and federal law, and so notifies the Lead School Administrator in writing. In the event that the School refuses to comply with Connections' request to replace the Special Education Director, the School shall have 60

days to develop a plan that fully and consistently implements the Special Education Protocols, as well as addresses any other areas of concern identified by Connections, related to the provision of Special Education Services (“Special Education Remediation Plan”). The Special Education Remediation Plan should be developed in consultation with Connections, and is subject to the written approval of both parties. It is the Special Education Director’s responsibility to fully and consistently implement the Special Education Remediation Plan.

- c. Failure to Adopt Special Education Protocols. During any period of time that the School fails to: (i) adopt Special Education Protocols approved by Connections; (ii) timely and consistently implement the Special Education Remediation Plan referenced in (b) above; or (iii) take corrective action with regard to any issue(s), matter(s), or concern(s) related to Special Education Services brought to the School’s attention by Connections, Connections and its agents, employees, and assigns, will not be deemed to have engaged in any wrongdoing, misconduct, negligence, or default under Section 21 of this Agreement, with respect to Special Education Services.

6. Grant of Rights and Access:

- a. Marketing Leads License. Connections grants to the School a non-exclusive, non-transferrable, non-assignable, royalty-free, limited license during the term of this Agreement to the Marketing Leads developed and/or collected in support of the School for use in marketing the School within the geographic boundaries of the state of Georgia. As an express condition to the license grant herein: (i) to the extent the School performs any marketing activities in support of the School independent of the marketing activities performed by Connections pursuant to Section 3.m.xii. of this Agreement; and (ii) the School incorporates the Connections Academy trademark in the School name, or other Connections trademarks are used in association with the School, all such School independent marketing efforts, including, but not limited to, marketing materials, slogans, ad copy (audio, video, or print), are subject to Connections preapproval. This license expires upon expiration of the Term. All rights of use not specifically licensed herein are retained by Connections and nothing in this Section shall be interpreted to limit Connections’ rights of use or rights of ownership in such Marketing Leads or to confer title or ownership (joint or several) in such Marketing Leads to the School.
- b. License. Connections hereby grants to the School a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use Connexus, and the Content and Instructional Materials, and other Intellectual Property contained in Connexus in connection with the receipt of the Education Program hereunder (collectively the “Licensed Collateral”). The School’s right to access and use the Licensed Collateral is solely for the intended purpose for which such access is granted and is subject to Connections’ Intellectual Property provisions set forth in Sections 15 and 16 of this Agreement. Connections may update the features and functions of Connexus® from time to time. Any right to use the Content and Instructional Materials shall be solely for the applicable Course for which a Student is enrolled, or that an Authorized User is otherwise authorized to access.
- c. Permitted and Prohibited Uses. All rights not expressly granted to the School and Authorized Users pursuant to the Agreement are reserved to Connections, and any uses of

the Marketing Leads and/or Licensed Collateral by the School and Authorized Users not expressly permitted in the Agreement are strictly prohibited. Specifically, unless otherwise authorized by Connections in furtherance of the delivery of Education Program related services, School will not, and will not permit Authorized Users, School's employees or agents or any third party to: (i) access the Content and Instructional Materials or Connexus; except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content and Instructional Materials, or of Connexus; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of Connexus; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control of security systems of Connexus or the Content and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages Connexus, Content, Instructional Materials, Connections or its content providers, or in any manner that Connections may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information (as defined in Section 6.e. of this Agreement) or permit access to Connexus and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information.

- d. Usage Guidelines and Rules of Conduct. The School (including its employees and agents) and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The School will comply and assure compliance by its employees, agents and the Authorized Users with Terms of Use of Connexus, Privacy Policy, and other applicable Connections policies, as may be updated from time to time by Connections in its sole discretion. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the Connexus login page. The School acknowledges that Connections may also institute basic rules for academic and personal conduct for Authorized Users' use of the Licensed Collateral, and that Connections will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct shall be prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through Connexus, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to Connexus. The School shall immediately provide Connections with written notice of any unauthorized use or distribution of the Content, Instructional Materials, or Education Program of which the School becomes aware and shall take all necessary steps to ensure that such unauthorized use or distribution is terminated.
- e. Security and Use of Passwords. Each Authorized User will have a user name and password for the purpose of accessing Connexus and the Content and Instructional Materials (the "Log-In Information"). The School and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. The School and its Authorized Users are responsible for

maintaining the security and confidentiality of all Log-In Information, and for preventing access to Connexus and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of Connexus and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.

- f. **Availability and Support.** Connections strives to provide access to Connexus twenty-four (24) hours per day, seven (7) days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions.
7. **Communications from Connections:** The School acknowledges and agrees that Connections may periodically contact Authorized Users for the School in relation to Connections carrying out its obligations set forth in this Agreement, as well as to inform Caretakers and Students of educational opportunities related to such Students' academic pursuits such as summer school programs, dual credit opportunities, teacher directed extended learning activities; nationally facilitated non-School directed extracurricular activities, including sports program opportunities, in compliance with state and federal law. Unless prohibited by law, the School specifically consents to such communications being delivered to Caretakers and Students via the Connexus WebMail portal and message boards, personal email to the extent such information is available, and direct mail. Except as identified herein, Connections will not deliver communications to Students that constitute targeted advertising based on personally identifiable information from Student Records. Telephonic communications shall be limited to School related communications of an immediate nature that impact a Student's access to the Education Program or are related to the Students' academic participation and/or academic achievement. By accessing the Licensed Collateral, the School and Authorized Users will be deemed to have consented to receive such communications.
8. **Representation Regarding Non-discrimination:** Neither Connections nor the School will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Georgia law.
9. **Performance Review:** At the Governing Board's discretion, the School shall undergo a Performance Review, which shall include a review of the performance of School service providers, including Connections. Based on the outcome of the Performance Review, Connections shall work with the Governing Board to develop a performance improvement plan to address any shortcomings identified in the Performance Review. The Governing Board in its sole discretion may initiate subsequent Performance Reviews as it deems necessary. Nothing in this section prevents the School from raising concerns with Connections' performance at other times. Connections agrees to work in a prompt manner to respond to any such issues raised by the School or its Governing Board.
10. **Health and Safety:** Connections will assist the School in the development of training and policies related to the following standards regarding health and safety:
 - a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring, as required by state law;

- b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco in school operated facilities or at school sponsored events;
- c. Adopting policies prohibiting bullying, sexual harassment, harassment, and other social behaviors prohibited under applicable law; and
- d. Complying with all state immunization law.

11. **Pricing and Payment Terms:**

- a. **Fee Schedule.** During each year of the term, as compensation for the Education Program provided by Connections under the terms of this Agreement, Connections shall be paid in accordance with the schedule of fees for services (the "Fee Schedule"), attached hereto as **Exhibit B**, as amended from time to time. To the extent that the Fee Schedule includes any fees that are based on a "percentage of revenue," such fees shall be assessed against funds received by the School from whatever source in a given Academic Year, whether from state, local, or federal government agencies, including but not limited to Federal Title funds, grants, income, or other funding sources ("Total Revenues").
- b. **Payment Agent.** The parties may agree to have Connections act as its payment agent for various expenditures. Connections will submit to the School appropriate documentation evidencing payment of such expenditures, and upon said submission shall be entitled to a dollar for dollar reimbursement for these expenses. Reimbursement shall be made in accordance with Section 11.c. of this Agreement.
- c. **Invoicing.** Connections will invoice the School monthly. Payment will be due within five (5) business days of action by the Governing Board, which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. Connections may charge interest at the rate of one and one half percent (1.5%) per month for any invoices over sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by Connections to perform under the terms of this Agreement, or if the School is disputing any charges. The School shall notify Connections of the basis for any dispute within five (5) days of determination of such dispute, and shall work to resolve the dispute within thirty (30) days. All amounts, other than any amount in dispute, shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Georgia. Any differences in amounts that were previously paid under this Agreement, as a result of such adjustments, shall only be applied to or against the next payment or payments otherwise due under this section, or if no payment is due, Connections shall refund such amount to the School.
- d. **State Audit Adjustments.** To the extent that any adjustments as a result of a state audit are the result of Connections' failure to adequately perform its responsibilities under this Agreement, Connections will be required to either: (i) return funds to the School in the amount determined as a result of a State audit, or (ii) to the extent that funds are withheld from future payments to the School, reduce amounts invoiced to the School by the amount funding is withheld.
- e. **Realigning of Responsibilities.**
 - i. To the extent there is a realigning of responsibilities between the parties pursuant to Section 4.b.ii. of this Agreement, the parties shall negotiate a corresponding

adjustment in the Fee Schedule for the Academic Year in which said alignment of responsibilities occurs.

- ii. To the extent Connections' delegation of responsibilities is expanded/reduced beyond what is set forth in Section 4 of this Agreement, the parties shall negotiate a corresponding increase/decrease in the Connections' fee for the Academic Year in which said expansion/reduction of responsibilities occurs. No expansion/reduction of responsibilities shall become effective until such time as the parties execute an amendment to the Agreement for such corresponding increase/decrease.
 - iii. In the event of a rescission of the Delegation of Responsibility that does not result in an early termination, as provided for in Section 20.a.vi. of this Agreement, the parties agree to negotiate and mutually agree to new compensation terms for services provided by Connections based on the relationship of the parties at that time.
- f. Expense Management Program.
- i. Expense Management. As an incentive to Connections and the School to exercise sound fiscal management, to strengthen the partnership between the Parties and to keep operating costs low while seeking to maximize the educational efficacy of the School, the Parties have agreed to an Expense Management Program as more fully set forth on **Exhibit C**. Under the Expense Management Program, the School shall receive an amount equal to \$25 per Full-Time Student if savings are realized as determined by an end-of-Academic Year audit of certain line items in the Budget, as explained with more specificity in Exhibit C.
 - ii. Board Discretionary Fund. All funds paid by Connections to the School pursuant to the Expense Management Program, shall be considered board discretionary funds to be saved or used at the Board's discretion ("Board Discretionary Funds"). Board Discretionary Funds shall not be included in the calculation of Total Revenue (see Section 11.a.) for any purpose, including determination of the Deficit Protection credit (if any) to be allocated to the School for any given Academic Year. The Board Discretionary Funds cannot be used for any purpose that would generate a financial obligation on the part of the School in subsequent Academic Years, such as providing merit increases to Teachers, expanding physical facilities, or signing a multi-year contract for an amount that exceeds the funds in the Board Discretionary Fund.
- g. Protection Against Deficits.
- i. In the event that as of June 30 of each year during the Term, Total Revenues are less than the School's expenditures, including payments to Connections, as well as those incurred and paid by the School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the School does not have positive Net Assets (as defined in its annual audited financial statements,) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget, or were subsequently approved by both Parties in a written budget amendment, Connections shall issue a credit or discount to the School, to the extent required to maintain positive Net Assets at least equal to Ten Thousand Dollars (\$10,000) as of each June 30 during the Term of this Agreement ("Deficit Protection"). Any credit

or discount offered under this clause will not be recoverable by Connections in subsequent years.

- ii. In order for the School to qualify for Deficit Protection, both Parties must formally approve the School's annual Budget, and any amendments to it during the year, such Budget and amendment(s) to be reduced to a writing signed by both Parties and adopted by the Board. To the extent the School engages in spending outside the approved Budget, and any subsequent amendments thereto, the gross sum of such expenditures shall not be subject to Deficit Protection. For example, if at the end of year two (2) of the Term, the School runs a deficit of three hundred thousand dollars (\$300,000) that would otherwise be subject to Deficit Protection and fifty thousand dollars (\$50,000) of such deficit is attributable to expenses incurred on spending not approved in the School's annual budget for that year, then only two hundred and fifty thousand dollars (\$250,000) of such deficit is covered by Deficit Protection. Further, to the extent the fifty thousand dollars (\$50,000) in spending is carried forward to future Academic Years, such spending shall not be covered by Deficit Protection in such future years, unless and then only to the extent expressly agreed to in writing by Connections.
- h. Financial Reporting and Impact of Revised GASB 68. Effective for fiscal years beginning after June 15, 2014, Governmental Accounting Standards Board Statement No. 68 ("GASB 68"), as currently drafted, will require the school to recognize net pension liability and related long term pension expense associated with the state sponsored retirement plan in its audited financial statements. Any recognition of net pension liability and related long term pension expense required under GASB 68 will be excluded when calculating net assets discussed in Section 11.g. Additionally, any impact created by GASB 68 on the school's statement of activities will be excluded when applying any charges arising from the Fee Schedule and evaluating the impact of applying Section 11.g.
- i. Breakdown of Charges. No later than September 30 of each year during the Term, Connections will provide to the Governing Board, a breakdown of its charges, including a breakdown between tangible and intangible instructional materials, and amounts charged for staff compensation, a sublicense to Connections' materials. This shall not change the amounts due to Connections by the School, but shall provide the School with support for the charges for the products and services provided by Connections.
- j. School Funds. All School funds received by the School, from whatever source, retain their character as charter school funds until such time as they are paid out to a third party, including Connections, as payment for a service performed (or to be performed) for, or at the direction of, the School or for a product obtained at the direction of the School, at which time such monies paid to such third parties shall lose their charter school fund character.
- k. Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Connections will present to the Governing Board or its designee and the fiscal officer, a proposed balanced budget (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year, developed under the direction of the Governing Board or its designee. The Budget shall be in reasonable detail and shall be based on the Fee Schedule. In the event that the Governing Board and Connections do not agree on a Budget by June 30, the Parties agree that Connections will

continue to perform all of its responsibilities under this Agreement and will use the then current approved Budget and the corresponding Fee Schedule as the basis for operations until the Parties agree to a new Budget. Connections will use the staffing model in existence as of such date to release new positions that need to be filled in order to accommodate the projected growth in enrollment for the following Academic Year, which will allow the School to recruit, hire, and train new staff in time for the start of the following Academic Year.

12. **Additional/Optional Services:** For an additional fee as set forth in the Fee Schedule, the School has elected to contract with Connections to provide the following additional services:

- a. **Facility and Capital Equipment/Furnishings Procurement, Management and Maintenance.** Procure, manage and maintain for the School, administrative office space adequate to meet the needs of the School, including all equipment and furniture required to make such office space functional for its intended purpose, as well as all utilities required to fully meet such functional requirements.
 - i. Any office space provided or managed by Connections shall be materially compliant with the Americans with Disabilities Act and meet any other requirements of the Charter and other applicable laws. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Governing Board.
 - ii. Connections agrees that it will have no beneficial financial interest in any approved lease.
 - iii. All leases negotiated on behalf of the School or entered into by Connections on behalf of the School shall contain a cancellation clause consistent with the requirements of the Charter, unless otherwise approved by the Governing Board.
 - iv. In the event that this Agreement is terminated prior to its expiration, Connections shall have the unilateral option to assign any lease obtained on behalf of the School to the School, subject to landlord approval if such approval is required, and any capital equipment or furniture and fixtures owned by Connections, if any, and located in the facility may be purchased by the School at the then current book value as recorded on Connections' financial records.
 - v. Any capital equipment, furniture or fixtures ("Capital Assets"), as well as any other furniture, equipment or fixtures purchased by Connections on behalf of the School using federal or state grant funds or any other sources of public money, shall remain the property of the School at no transfer cost, free and clear of all liens, claims, encumbrances and interests, and continue to be deemed the property of the School.
 - vi. Connections shall permit School to hold public meetings of the School at such offices, without payment of rent.
 - vii. Furniture and equipment are provided at an annual rental fee of one-fifth (1/5th) of Connections' purchased price and may be purchased from Connections at any time at a cost equal to its depreciated cost basis (assuming a five year life). Connections may offer an additional incentive, in its sole discretion, to the School to facilitate the purchase of the furniture and equipment by the School. Any such rental costs shall be reflected in the Fee Schedule or a separate agreement between the parties.

- viii. Rent on the facility and utilities are a pass-through cost from Connections to the School, with no mark-up.
 - ix. Connections shall support the School in the procurement and installation of telephone service, data lines, including Internet access, and such other similar technology services used by personnel who are engaged in providing the Education Program under this Agreement.
 - b. **Office Products and Supplies.** Support the School in the procurement of office products and supplies needed for the operation of the administrative offices by, for example, setting up accounts with office product vendors.
 - c. **Student Technology Support Stipend Administration.** Act as the School's agent in administering the School's student technology support stipend program established by the Governing Board. Payment of the stipend to eligible households would be facilitated by Connections, which will be issued to the Caretaker (and in certain circumstances, the Student) according to the schedule outlined in the School handbook, which shall be consistent with the rate used in the development of the Budget, provided payment of the stipend is provided for in the Fee Schedule.
13. **National Collegiate Athletic Association Eligibility:** So long as the School meets the following criteria, it may elect to be included in the Connections Academy "district" for NCAA purposes at no additional fee, which will entitle the school to make available to its Students, high school courses, that meet the NCAA Eligibility Center requirements.
- a. The Curriculum must be the NCAA-approved content, delivered by Teachers through the Connexus system. Courses must be college prep level, meaning Connections' Standard level or higher (e.g. Honors/AP), and delivered via the sequential option. Credit recovery/diagnostic-prescriptive courses are not NCAA-eligible.
 - b. Connections shall provide oversight support for the implementation of the School's instructional model by a Partner School Leadership team member or a person in a comparable role as designated by Connections to meet this requirement; and
 - c. The Connections Courses must be taught by Teachers for whom Connections provides support services, including but not limited to onboarding, training, and support for such Teacher's annual evaluation within recommended evaluation guidelines, as well as provides guidance and support to the Lead School Administrator in the supervision, monitoring and support of such Teachers as more fully set forth in Section 3.m.i.
- If at any time the School does not satisfy all of the criteria set forth in this Section 13, the School will be notified that it will be removed from the Connections Academy NCAA "district."
14. **Other Services:** To the extent there are products and services not included in the Education Program and the School elects to contract with a third party other than Connections for such products or services, it shall be the School's responsibility to ensure that such products or services are provided consistent with the Budget and in accordance with any requirements of Charter School Law or other applicable law and any requirements in the Charter.

15. **Trademarks:**

- a. Connections and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. Connections trademarks can be found at:

<https://www.connectionsacademy.com/Portals/4/ca/documents/pdfs/legal/common-law-trademarks.pdf> (collectively, the “Licensed Marks”). Connections grants to the School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Connections. The School agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by Connections, the most up-to-date version of which can be found at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>.

Connections retains all right, title and interest in and to the Licensed Marks, including the School name “Georgia Connections Academy”, and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Connections. Any School action or inaction (such as an uncured failure to carry out or abide by the Board’s responsibilities set forth in Sections 4.c. and 4.d. that Connections determines is diluting or may dilute the goodwill attributable to the Licensed Marks may result in the modification or rescission of the license grant set forth in this Section. Any such modification or rescission shall not take effect until the later of the close of the Academic Year in which such notice of modification or rescission is provided or a time mutually agreed upon by the Parties.

- b. Upon termination of this Agreement, the School’s license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement or by applicable law. The School agrees that within thirty (30) calendar days from the date of termination, all references to “Connections Academy”, and any other Licensed Marks shall be removed from the School’s signage, stationary, website, marketing materials and any other material or location it appears.

16. **Intellectual Property:**

- a. **Limitations on Use.** The Licensed Collateral, including but not limited to, Connexus and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Connections Education LLC trademarks and copyrighted works, and the trade name “Georgia Connections Academy” are the Intellectual Property of Connections. The School’s right to use and benefit from said Intellectual Property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination or expiration of this Agreement.
- b. **No Sale.** Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Connections to the School, School Staff, Students, Caretakers, or Learning Coaches.
- c. **No Use of School Funds to Develop or Procure.** No School funds shall be used by Connections to develop or procure Courses or Content or Instructional Materials or improvements to Connexus, provided, however, any School funds paid to Connections for

provision of the Education Program hereunder, once paid, shall not be deemed to be School funds.

- d. Derivative Works. Any works created by the School Staff and derived from Connections' Intellectual Property shall be deemed the property of Connections, and the School agrees to extend all reasonable and appropriate measures to assist Connections in securing and perfecting its ownership interest in such derivative works.
- e. Derivative Works License. The School hereby grants to Connections, and will require its School Staff to do the same, a worldwide freely transferable, royalty free, perpetual license, in any content contained in any Derivative Works that are determined to remain the property of the School and/or a member of its School Staff. Similarly, to the extent that any School Staff created educational content is hosted on Connexus or in a Connections proprietary LiveLesson[®] session, the School on behalf of itself and such School Staff hereby grants to Connections a worldwide, freely transferable, royalty free, perpetual license to use such School Staff created educational content for its own commercial purposes.
- f. Aggregated Data. Student specific data, including corresponding Caretaker data, is the property of the School, Student and/or the Caretaker ("Student Information"), unless and to the extent that Connections obtains such Student Information from a source other than the School, including directly from Student (if emancipated minor or over the age of minority) or such Student's Caretaker. Connections will not use any such School owned Student Information for any non-school related purpose without obtaining the written permission of such Student or Student's Caretaker (as the case may be). Connections may freely aggregate School owned Student Information, so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student's Caretaker. All such aggregated data shall be the property of Connections. Connections may freely use all such aggregated data, and identify its source as being the Georgia Connections Academy. In addition, Connections shall, from time to time, provide to the School reports in an electronic format, requested by the School, to the extent Connections' systems and capabilities permit. Upon receipt of such request from the School, Connections will work with the School to formulate queries, formats and designs that will generate Student Information in a manner most useful to the School, based on the School's objectives and Connections' existing capabilities.

17. Confidentiality:

- a. Confidential Information. The receiving party shall use the Confidential Information of the disclosing party only in connection with the furtherance of the business relationship between the parties, and the receiving party shall make no further use, in whole or in part, of any such Confidential Information. The receiving party agrees not to disclose, deliver or provide access to all, or any portion of the disclosing party's Confidential Information to a third party, or to permit a third party to inspect, copy, or duplicate the same. The receiving party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information in connection with the performance of the Agreement, and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving party will treat the Confidential Information with the same degree of care and confidentiality that the receiving party provides for similar information

belonging to the receiving party that the receiving party does not wish disclosed to the public, but not less than holding it in strict confidence.

- b. Student Records. Connections and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of “education records”, as that term is defined by FERPA (also referred to herein as “Student Records”). The parties acknowledge that the School at all times retains ownership of Student Records and that each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Connections and the School each designate the Lead School Administrator, School Staff, Governing Board members, third party service providers (including Connections) and volunteers who are providing educational and/or administrative services to the Students as agents of the School, as individuals having a legitimate educational interest, and thus entitled to access education records under FERPA. Connections and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.
 - c. Exceptions. The foregoing shall not prevent the receiving party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving party shall promptly notify the disclosing party of any such request for disclosure in order to allow the disclosing party full opportunity to seek the appropriate protective orders; and (ii) the receiving party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this Section 17.c of this Agreement is not intended to permit the disclosure of education records referenced in Section 17.b. of this Agreement, unless permitted by applicable law.
 - d. Return of Confidential Information. The receiving party agrees that it will, within ten (10) days after written request by the disclosing party, return to the disclosing party, or at the option of the disclosing party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing party, including copies, reproductions, electronic files or any other materials containing Confidential Information.
 - e. Remedy for Breach. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
18. **Protection of Goodwill and Academic Integrity of the Program**: The Parties recognize that Connections has invested substantial money and resources in developing a nationally recognized virtual education program under the “Connections Academy” brand, and that it has an inherent interest in protecting the goodwill generated in connection therewith, as well as the academic integrity of the Education Program. The Parties also recognize that the School has a vested interest in Connections protecting such goodwill, as well as the academic integrity of the Education Program in connection with its mission to advance the education interests of its Students. Accordingly, as part of its responsibilities, Connections is hereby authorized to perform ongoing and periodic reviews of School records documenting the manner in which the Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and

Caretakers, and to report to the Governing Board, Administrative Staff and/or Teachers any deviations from established Connections policies, procedures and protocols, federal or state legal requirements, or established best practices, or other deficiencies Connections takes note of in connection with such ongoing or periodic review.

19. **Term:** This Agreement will commence on July 1, 2018, and shall expire on a date coterminous with the expiration of the Charter (the "Term").

20. **Termination:**

a. **Grounds For Early Termination.** Unless otherwise renewed or earlier terminated, this Agreement shall terminate immediately upon the expiration of the Term. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Notices of termination must be made in writing and delivered to the addresses set forth herein no later than January 15 of the current Academic Year and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

- i. By both parties if they agree in writing to the termination;
- ii. By the School, for any reason, provided, however, that notice of termination shall be given in writing no later than November 1 of the Academic Year in which such termination shall be effective and termination shall not occur prior to the close of the Academic Year in which notice is given. Notice of termination under this Section 20.a.ii. shall include a detailed explanation of the reason(s) for termination and shall be subject to the resolution process referenced in Section 26;
- iii. Termination by either party, immediately, if one (1) party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other party. Failure to pay Connections for services as set forth in the Fee Schedule shall be considered a material breach. In the event objectively ascertainable reasonable efforts have been made to effect such cure, and the breach at issue does not objectively lend itself to cure within such thirty (30) day period, then such additional time as necessary to complete said cure, but in no event longer than sixty (60) days following written notification of such breach;
- iv. Termination by Connections at the close of the then Academic Year, if the payments to which Connections is entitled under Section 11 of this Agreement are materially reduced as a result of a change in funding provided to the School or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Connections is unwilling or unable to make the required changes;
- v. By Connections, if there are unresolvable differences between the Parties relating to what Connections, in its sole discretion, considers to be conduct that reflects materially and unfavorably upon Connections' reputation with respect to the manner in which School carries out its responsibilities under the terms of this Agreement and Connections provides the School with thirty (30) days written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to Connections' satisfaction the circumstances giving rise to such unresolvable

differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;

- vi. By Connections, in the event of a rescission of the Delegation of Responsibility by the Governing Board under Section 4.b.ii. and Connections provides the Governing Board with written notice of its intent to terminate rather than to negotiate a restructuring of the parties' relationship as a result of such rescission;
 - vii. Termination by either party, immediately, if the Charter is terminated, or if the School is no longer authorized by the Authorizer as required by applicable state law and regulation;
 - viii. Termination by the School, if the Governing Board determines at the end of an Academic Year that the Education Program set forth in this Agreement does not meet the requirements for a virtual charter school, as defined by applicable laws and regulations, but only if Connections is unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;
 - ix. Termination by the School, if the Governing Board determines after a Performance Review, in the School's sole reasonable discretion, that Connections has failed to satisfactorily address any shortcomings identified in the Performance Review through the implementation of the performance improvement plan referenced in Section 9 above, to the extent such performance improvement plan is in connection with improving Connections' performance. Termination under this subsection may not occur prior to the close of year four (4) of the Term in order to provide Connections the opportunity to implement the performance improvement plan. Notice of said termination must be made on or before November 1 and shall not take effect until the close of the Academic Year in which said notice is given, unless the parties agree otherwise in writing.
- b. Obligations on Termination. In the event this Agreement is terminated by either party for any reason:
- i. Connections shall assist and cooperate with the School in the transition of the Educational Products and Services from Connections to the School or another service provider, so as to minimize the disruption to the Students;
 - ii. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;
 - iii. All access to Connexus[®] and other educational products and services contracted for herein shall be discontinued;
 - iv. Except as provided in Section 3.h. of this Agreement, Connections shall provide to the School copies of all Student Records not otherwise in the School's possession at no additional cost;

- v. School shall pay Connections all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

21. Indemnification:

- a. **Indemnification Obligations.** Each party shall defend, indemnify, save and hold harmless the other party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together “Indemnified Party”) against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney’s fees) made, brought, incurred, or alleged by any third party (“Claim”) to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of this Agreement.
 - b. **Indemnification Procedure.** The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims; (b) allow the Indemnifying Party to control the defense; and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party does not promptly assume the Indemnified Party’s defense against any third party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party’s expense.
22. **Limitation of Liabilities:** In no event will either party, or such party’s Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other party or such party’s Affiliates, directors, officers, employees, or agents.
23. **Sales Tax:** The School shall provide Connections with support that it is tax exempt. To the extent that the School is not tax exempt, the School shall be responsible for federal, state, or local taxes assessed, if any, based on the Education Program provided by Connections hereunder. If any sales and use taxes are assessed on purchases made by Connections for the School’s benefit and charged to the School, Connections will provide a credit to the School equal to the amount of the sales or use taxes paid.
24. **Notices:** All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to Connections: Connections Education LLC
10960 Grantchester Way
Columbia, MD 21044
Attn: Thomas Ap Simon, President

With a copy to: Connections Education LLC
10960 Grantchester Way
Columbia, MD 21044
Attn: General Counsel

If to the School: Georgia Connections Academy
2763 Meadow Church Road, Suite 208
Duluth, GA 30097
Attn: Rich Thompson, Board President

With a copy to: Strickland Brockington Lewis LLP
1170 Peachtree Street NW
Atlanta, GA 30309
Attn: Jonathan R. Poole

25. **Governing Law:** This Agreement shall be governed and controlled by the laws of the State of Georgia. Any legal actions prosecuted or instituted by any party under this Agreement shall be brought in a court of competent jurisdiction located in the State of Georgia, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.
26. **Resolution of Disputes:** Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 26.
- a. **Negotiation.** The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the VP of Schools for Connections, and the Board Chairperson, for the School or his/her designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Connections and the School as the Parties mutually deem appropriate.
 - b. **Mediation.** In the event the parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit the matter to Board Counsel of record, or other such third party agreed upon by the Parties, who will establish the processes and procedures by which such unresolved disputes will be mediated.
 - c. **Confidentiality.** The Parties agree to treat all discussions and sharing of documents related to this Section 26.c. as confidential and not subject to disclosure to any third

party to the extent permissible by law, except as consented to by the disclosing Party. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other party ten (10) calendar days' notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.

27. **Miscellaneous.**

- a. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- b. **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Connections or its managing member or an assignment from or to a wholly owned subsidiary of Connections, notice of which shall be provided by Connections to the Governing Board, shall not be deemed a violation of this Agreement if such assignment is made without prior written permission.
- c. **Complete Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- d. **Force Majeure.** If any circumstance should occur that is not anticipated or is beyond the control of a party or that delays or renders impossible or impracticable performance as to the obligations of such party, the party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- e. **No Third party Rights.** This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- f. **Professional Fees and Expenses.** Each party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.


- g. 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance of a determination from the IRS that the School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).
- h. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.
- i. Compliance with Laws, Policies, Procedures, and Rules. Each party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the School's policies whether or not specifically listed in this Agreement.
- j. Interpretation of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.
- k. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- l. Attendance at Meetings. The parties agree that during the Term Connections is hereby invited (through a Connections designated individual or individuals) to attend all Governing Board closed session meetings except where such attendance: (i) is prohibited by applicable law; (ii) will result in a waiver of the attorney/client privilege; (iii) will result in Connections being present during discussions concerning negotiations regarding the renewal or termination of this Agreement, or (iv) will result in Connections being present during discussions regarding such other matter with respect to which Connections has a conflict of interest.
- m. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each party's acceptance will be deemed binding on the parties. Each party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

- n. Survival. The rights and responsibilities of Sections 11.c., 15, 16, 17, 20, 22, 23, 24, 26, 27.e. , i., n., and o., shall survive the termination of this Agreement.
- o. Status and Relationship of the Parties. Connections is a limited liability company organized under the laws of Delaware, and is not a division or a part of the School. The School is a Georgia public charter school authorized by the Charter School Law and is not a division or part of Connections. The parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of Connections shall be deemed to be an agent or employee of the School. Connections shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Connections and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Connections and the School.

Agreed to by:

GEORGIA CONNECTIONS

ACADEMY DocuSigned by:

By: 
F6B7707B8F69461...

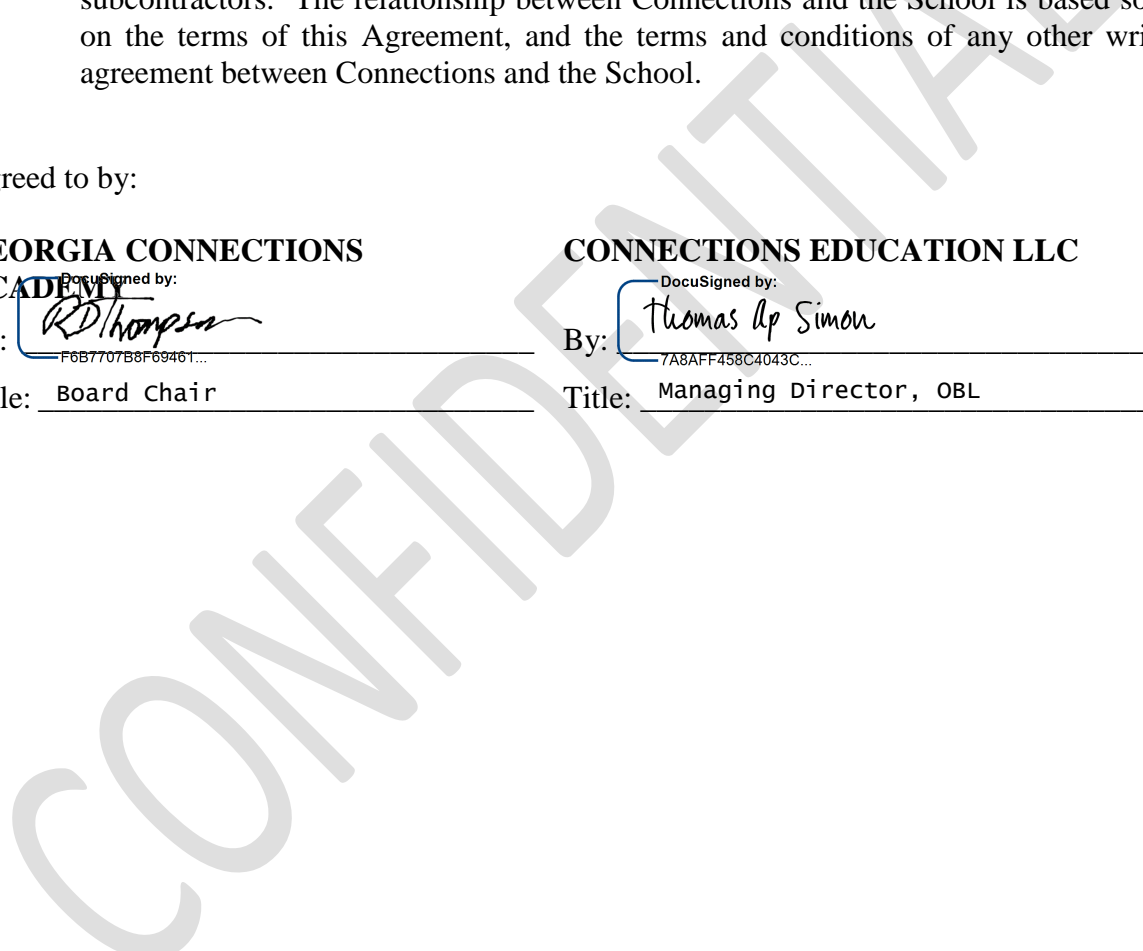
Title: Board Chair

CONNECTIONS EDUCATION LLC

DocuSigned by:

By: 
7A8AFF458C4043C...

Title: Managing Director, OBL



INDEX OF DEFINED TERMS

“Academic Year” shall mean the school year as defined by the School Calendar under which the School operates.

“Administrative Staff” means any and all individuals employed by or otherwise providing services for or on behalf of the education program operated by the School.

“Affiliates” means any entity controlling, controlled by or under common control with another entity. With respect to Connections, Affiliate shall also include Pearson PLC and its Affiliates. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

“Authorizer” shall mean the agency or other governmental entity authorized by law in the state in which the School is contracting with Connections under the terms of the Agreement to provide the Education Program.

“Authorized Users” shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, Learning Coaches, and Governing Board members who are authorized to access Connexus[®], the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

“Budget” shall mean the operating budget for the School, as approved by the Governing Board as more specifically discussed in Section 11.k.

“Caretaker” shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student’s Caretaker.

“Charter” shall mean the authorization to operate a charter school granted by the Authorizer.

“Charter School Law” shall mean the applicable laws and regulations governing charter schools as codified in statutes and code of regulations of the State of Georgia.

“Community Coordinators” shall mean individuals who volunteer their services to coordinate school-sanctioned community activities and field trips that enhance the educational experience of Students and provide them with the opportunity to engage other Students residing in the immediate geographic area who also attend the School.

“Computer Technology” shall mean: (a) computer hardware, software, or both, that shall meet or exceed any specifications required by law, for each eligible household in which one (1) or more Students reside, and (b) any computer hardware, software, or both, required by Administrative Staff or Teachers.

“Confidential Information” shall mean proprietary business, technical and financial information of each of the parties, including for example and without limitation, each party’s respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs and concepts; (c) financial information such

as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement, (h) login and password information for Connexus®; (i) technical information such as development methods, computer software, research, inventions, the design and operation of Connexus®; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving party or to which the receiving party is otherwise given access by the disclosing party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing party at all times, and the parties hereby acknowledge and agree that all such Confidential Information of a party are its trade secrets. Except as specifically provided for herein, nothing contained in this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving party, by license or otherwise.

“Connexus®” means the website or Education Management System (also sometimes referred to as Learning Management System, EMS or LMS) with the URL <http://www.Connexus.com>, or such other URL as Connections or its Affiliates may designate from time to time, through which Authorized Users access Connections Content via a secure, password protected website. The features and functions of Connexus® may be modified and/or updated from time to time by Connections. Access to Connexus® is governed by the Terms of Use located at <https://www.Connexus.com/public/termsOfUse.html> and defined herein.

“Content” means the components of a Course and/or Service Delivery Resource (as each is defined herein) licensed, designed, developed, owned or provided by Connections and its third party content partners and delivered in an online format through Connexus® (as defined herein) or in an offline format (textbooks and other materials) to teach students in various subjects in grades K–12 and/or to deliver resources in connection with the Services (defined herein). Content may include the courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet® tutorials and LiveLesson® sessions. Connections reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided that the School will receive reasonable notification concerning any substitution or withdrawal that is substantial.

“Course(s)” shall be comprised of a set of lessons and assessments, including Instructional Materials, that shall meet the educational content or other standards established by the State of Georgia in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

“Curriculum” means a program of instruction provided by Connections, which includes Content and Instructional Materials accessed primarily through Connexus®, that, together with Teacher provided additions and/or modifications, shall meet the educational content or other standards established by the State of Georgia in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

“Curriculum Guide” means the publication which sets forth the list of Courses offered by Connections during a particular Academic Year and may sometimes be referred to in this Agreement as a “Program Guide”.

“Derivative Works” include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content or Instructional Materials or other Licensed Collateral may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content or Instructional Materials.

“Destroyed” means at minimum removing personally identifiable information from the Student Record stored on Connections’ production systems.

“Education Program” has that meaning ascribed to it in Section 1.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

“Governing Board” shall mean the governing board of the School.

“Instructional Materials” shall have that meaning ascribed to it in Section 3 a.v.

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include Marketing Leads, data and materials and other related collateral developed by Connections, regardless of whether such data, materials and collateral are developed specifically for the School. Intellectual Property is the exclusive property of Connections.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, which shall be subject to the review and approval annually by the Governing Board. Learning Coaches are not employees or contractors of either the School or Connections; shall not receive any compensation for their services from either Connections or the Governing Board; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of “Instructional Aides”.

“Licensed Collateral” shall mean Connexus® and all technology, programs, services, and materials hosted thereon to which Customer is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works and other Intellectual Property to which Customer is granted a right of use (whether in digital, print or both and including third party content contained therein or linked to therefrom), and all Connections Education LLC trademarks, and the trade name “Georgia Connections Academy”.

“Marketing Leads” shall mean the Caretaker names, contact information, demographic and other information developed and collected through Connections marketing efforts

(including but not limited to Public Information Campaigns defined herein) at any time before, during or after the initial or any renewal term of this Agreement, including leads, developed and collected through radio, online and television advertisements, online and in person information sessions, the Connections Academy website, surveys and petition gathering efforts, and other marketing activities performed on behalf of Connections and/or the School.

“Marketplace” shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

“Public Information Campaigns” or “PIC” shall mean such activities as marketing and outreach efforts by offline medial advertising, online advertising, direct mail, telephone calls, traditional public relations, and other advertising efforts, as well as online and in person information sessions, managing social media messaging, etc.

“Performance Review” shall have that meaning ascribed to it in Section 9 of this Agreement.

“Privacy Policy” means that certain statement of Connections’ practices for handling personally identifiable and non-personally identifiable information gathered by Connections through Connexus® or any web site maintained by Connections from time to time.

“Program Guide” shall have that meaning ascribed to “Curriculum Guide,” defined herein.

“Related Services” shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, social skill development, psych-educational evaluations, closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, adapted physical education, assistive technology, and other services of a similar nature.

“School Calendar” shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. Connections will provide Educational Products and Services on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Georgia law. The School Calendar for each Academic Year is subject to the prior approval of the Governing Board, taking into account all reasonable comments and suggestion by Connections, and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

“School Staff” has that meaning ascribed to it in Section 3.m.

“SDR” means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through Connexus® or otherwise.

“Services” means any service provided by Connections to Students, including therapeutic or educational services, under the terms of the Agreement between the School and Connections.

“Special Education Director” is that person employed to oversee the Special Education Services per Section 3.f. It is the Special Education Director’s responsibility to keep

informed of (and to inform Connections of) any state legislative or regulatory enactments that impact the provision of Special Education Services, as well as to supervise the special education Teachers and implement a Connections approved model for special education instruction.

“Special Education Protocols” shall mean the policies, procedures and protocols that govern the provision of Special Education Services and shall, at minimum comply with applicable state and federal law requirements.

“Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.

“Special Needs Students” shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”) or Section 504 of the Federal Rehabilitation Act of 1973.

“Student” means any person actively enrolled in the School.

“Student Records” shall mean those “educational records,” as defined in subsection (a)(4)(A) of FERPA (as defined herein), which the School or Connections is required to retain in accordance with state law.

“Teacher” means any and all educators (including Connections Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of this Agreement and the Charter.

“Term” shall have that meaning set forth in Section 19.

“Terms of Use” means certain rules governing how Authorized Users may and may not use Connexus® and any Content and Instructional Materials accessible through Connexus®. The most current version is located at <https://www.Connexus@.com/public/termsofuse.html>

“Website” means the Connections website with the URL <http://www.connectionsacademy.com/home.aspx> and any subpages connected thereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Drive Suite 300 Minneapolis MN 55428	CONTACT NAME: Lori Sapp	
	PHONE (A/C, No, Ext): 763-746-8311	FAX (A/C, No): 212-948-9897
E-MAIL ADDRESS: Lori.Sapp@MarshMMA.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Navigators Insurance Company		42307
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED GEORGCONNE
 Georgia Connections Academy Charter School, Inc.
 5601 Green Valley Drive
 Minneapolis MN 55437

COVERAGES **CERTIFICATE NUMBER: 1056499112** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers Liability Claims Made Policy Retro Active Date 4/1/2012			NY17DOLV03039NV	7/1/2017	7/1/2018	Limit Retention \$1,000,000 \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance Only

<p>CERTIFICATE HOLDER</p> <p>Georgia Connections Academy Charter School, Inc. c/o Stephanie Reid 6745 Biscayne Blvd. Rex GA 30273</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><small>AUTHORIZED REPRESENTATIVE</small> </p>
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Exhibit B Fee Schedule

CONNECTIONS EDUCATION, LLC

Fee Schedule

Schedule of fees for the Educational Program provided by Connections to Georgia Connections Academy under the terms of the Agreement:

Fee Type	Rate	Basis
Upfront Fee per Student	\$1,050	Charged per each student enrolled in the school and eligible to be reported to the state.
Monthly Fee per Student	\$207	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Monthly Fee per School Staff Member	\$1,006	Charged per each school staff member employed at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Percent of Compensation (Benefits Fee)	22%	Charged as a % of compensation (wages, bonus, stipend, etc.) earned by school staff. This fee is subject to an annual adjustment not to exceed two percentage points.

Connections will be reimbursed at cost (no mark-up and not included in table above) for all School Staff compensation expense as it is incurred. School Staff compensation expense includes base salary, bonus and payroll taxes.

Exhibit C

Expense Management Program

Process

1. Once the Budget for the upcoming Academic Year has been developed and approved by both Parties in accordance with the terms of this Agreement, then the following calculation would be performed:
 - a. The following budgeted expenses items would be added together (expenses using Board Discretionary Funds is excluded from this calculation):
 - i. Compensation expense - administration/teachers; salaries, bonus, stipends; benefits charge/expense; taxes; pension (i.e., all components of compensation)
 - ii. All other operating expenses excluding the required Connections Fee Schedule items (i.e., discretionary items like substitute teaching services and direct course instruction support would not be eliminated from the calculation). Note: any Deficit Protection credit is ignored in the calculation.
 - b. The figure obtained above in 1.a. would be divided by the budget average daily membership ("ADM") figure to arrive at the "Target Metric".
 - c. The prior Academic Year's Actual Metric (defined below) will be used as the basis for setting the maximum figure for the Target Metric by multiplying the Actual Metric by the percentage increase in the basic state funding on an ADM basis. If the adopted Budget results in a Target Metric higher than this maximum, the figure determined by this calculation will be used instead of the one driven by the Budget to set the Target Metric.
 - d. The Target Metric shall only be revised by mutual written agreement of the Parties once it has been adopted. For example, if the School is required by law to adopt a revised Budget, that would not change the Target Metric except by mutual written agreement of the Parties. An example where such a change might be warranted is if the School receives more restricted funds than were budgeted and utilizing those funds requires additional unbudgeted spending to occur.
2. Once the School's annual financial audit has been completed, the calculation described in Section 1 above will be repeated using actual audited figures. The result will be the "Actual Metric".
3. If the Actual Metric is less than the Target Metric (comparison will use figures rounded to the whole dollar), then the Board shall receive a Discretionary Fund Payment from Connections calculated as follows:

The Performance Audit Division was established in 1971 to conduct in-depth reviews of state-funded programs. Our reviews determine if programs are meeting goals and objectives; measure program results and effectiveness; identify alternate methods to meet goals; evaluate efficiency of resource allocation; assess compliance with laws and regulations; and provide credible management information to decision makers. For more information, contact us at (404)656-2180 or visit our website at www.audits.ga.gov.