



Qargi Academy
P.O. Box 1674
Utqiagvik, AK 99723

April 17, 2020

Proposal

Qargi Academy teachers for special populations:
Special Education and English Language Learners

Cost

Special Education (SpEd) Teacher	\$100,000.00 per 25 students*
English Language Learner (ELL) Teacher	\$100,000.00 per 25 students*

**once 26th, 51st, etc. SpEd or ELL student is brought on, Qargi Academy will be charged an additional \$100,000.00 for additional teacher.*

Exhibit A Statement of Work (“SOW”) to the Proposal for Teachers for Special Populations: Special Education and English Language Learners (“Proposal”) Between QARGI ACADEMY and Edmentum, Inc.

This SOW is intended to govern the provision of Special Education Services (as defined below) by Edmentum to QARGI ACADEMY. The Special Education Services are in addition to the services provided to or for the benefit of QARGI ACADEMY. The services to be provided hereunder are listed below following these factual recitals:

- A. QARGI ACADEMY and Edmentum are parties to the License Agreement pursuant to which QARGI ACADEMY agreed to procure certain seat licenses and other services from Edmentum and Edmentum agreed to provide those services and seat licenses to QARGI ACADEMY and its “Designees”.
- B. QARGI ACADEMY desires Edmentum to provide the special education services (“Special Education Services”) identified herein to QARGI ACADEMY and QARGI ACADEMY shall be responsible to timely make all payments identified on the Order Form to Edmentum.
- C. Other Designees may be able to procure Special Education Services pursuant to this SOW, to the extent that QARGI ACADEMY and Edmentum agree to such after all applicable terms and conditions related to such are agreed to, in which case the parties will execute a new SOW or a supplement to this SOW between QARGI ACADEMY and Edmentum.
- D. The parties enter into this SOW to memorialize the parties’ agreement regarding the provision and procurement of Special Education Services by QARGI ACADEMY.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Edmentum and QARGI ACADEMY agree as follows:

1. **Services to Designees.** Special Education Services are to be provided hereunder to QARGI ACADEMY).
2. **Eligible Students.** For Edmentum to be able to provide the Special Education Services to QARGI ACADEMY hereunder, QARGI ACADEMY's special education students must satisfy the following conditions: (i) the students must be enrolled in , QARGI ACADEMY's online school; (ii) the students must have an Individualized Education Plan ("IEP") or be otherwise eligible for the provision of services under governing law; and (iii) the students must be taking EdOptions courses at , QARGI ACADEMY. Students who satisfy these conditions and are so identified by , QARGI ACADEMY shall be known as "Eligible Students".
3. **Categories of Services and Duties.** There are three (3) categories respecting the delivery of Special Education Services. The first is collaborative duties ("Collaborative Duties"). The second is , QARGI ACADEMY duties ("Designee Duties"), and the final category is Edmentum duties ("Edmentum Duties"). Services relative to , QARGI ACADEMY shall be procured in units ("Units"), those being one (1) SEP, who may provide Special Education Services to no more than 25 Students at a time.
 - a. **Collaborative Duties.** On request by QARGI ACADEMY to deliver Special Education Services to some or all of QARGI ACADEMY's Eligible Students, Edmentum will coordinate with QARGI ACADEMY's principal or authorized representative to:
 - i. Create a list of Eligible Students with an IEP enrolled in QARGI ACADEMY's school;
 - ii. Upload Eligible Students' IEPs to QARGI ACADEMY's system to allow Edmentum and EdOptions teachers to learn the extent and nature of accommodations Eligible Students may require;
 - iii. Jointly agree on process for annual IEP reviews for Eligible Students with an IEP, with Edmentum's Teacher of Record to hold these meetings and, if possible, obtain consent to excuse the presence of QARGI ACADEMY's principal or responsible person; and
 - iv. Coordinate meetings for the Multidisciplinary Evaluation Team ("MET") member to present the MET report, with QARGI ACADEMY to have final authority regarding whether to conduct testing and determine initial eligibility for an IEP for students who are allegedly eligible for services.
 - b. **Edmentum Duties.** Edmentum shall ensure the special education personnel ("SEP" or "SEPs") it engages as identified on the Order Form, perform the following with respect to the Individualized Education Programs ("IEPs") established for the QARGI ACADEMY Eligible Students.
 - i. Create cooperative relationships and communication with Edmentum's general education teachers providing instruction to the Eligible Students under another order form (and License Agreement) between Edmentum and QARGI ACADEMY (the "Teacher" or (Teachers")) and strive to create the same with other QARGI ACADEMY Michigan professionals.
 - ii. Communicate with each Eligible Student's parent or guardian identified by QARGI ACADEMY on at least a monthly basis.
 - iii. Recommend to QARGI ACADEMY suggested accommodations/modifications for each Eligible Student when

- appropriate. QARGI ACADEMY shall make all final determinations regarding which accommodations/modifications should be implemented.
- iv. Respond to a Teacher's concerns regarding an Eligible Student.
 - v. Maintain accurate records of parent/ Eligible Student communication logs.
 - vi. Recommend to QARGI ACADEMY strategies to enhance an Eligible Student's performance on standardized tests QARGI ACADEMY might administer to the Eligible Students, if any.
 - viii. Document achievement of IEP goals for Eligible Students.
 - ix. Develop an individual profile for each Eligible Student and provide Teachers with copies (or access to copies) of the IEP-at-a-Glance form for each Eligible Student.
 - x. Provide QARGI ACADEMY with Student disciplinary concerns, truancy, and/or academic failures.
 - xi. Create the initial drafts of IEPs for each Eligible Student and provide to QARGI ACADEMY for review and finalization.
 - xii. Issue to QARGI ACADEMY quarterly progress reports for each Eligible Student, comparing Eligible Student achievement to the IEP goals.
 - xiii. Schedule and participate in annual IEP review meetings held with QARGI ACADEMY and the Teachers.
 - xiv. Maintain a portfolio of each Eligible Student's work samples and classroom observation information received from Teachers.
 - xv. Discuss transition goals and needs with Eligible Students prior to the annual IEP meeting.
 - xvi. Make IEP amendment recommendations to QARGI ACADEMY throughout the school year, when appropriate.
 - xvii. Assist with recommending available service providers for Eligible Students who need related services as mandated by their IEPs.
 - xxviii. Assist with administering state testing for Eligible Students when required by the State of Alaska.
 - xix. Assist QARGI ACADEMY in the evaluation/eligibility determination for IEPs and 504 plans.
 - xx. Document Eligible Student academic progress from measurements of Eligible Student progress through both academic and compliance tracking tools provided by QARGI ACADEMY and/or Edmentum's LMS.
 - xxi. Assist in the development of corrective action plans for Eligible Students who need additional testing.
 - xxii. Collaborate with QARGI ACADEMY's special education coordinator (administration) to develop an Eligible Student evaluation plan.
 - xxiii. Provide QARGI ACADEMY with Eligible Student case files/records to assist QARGI ACADEMY in complying with applicable regulations.
 - xxiv. Periodically input information in QARGI ACADEMY's Learning Management System for Eligible Students.
 - xxv. Provide data reasonably requested by Teachers and QARGI ACADEMY administrators.

- xxvi. Participate in QARGI ACADEMY’s Student Support Team; help Teachers and QARGI ACADEMY learning coaches develop and implement program accommodations and strategies for struggling Eligible Student learners who may be eligible for 504 plan and/or special educations services.
 - xxvii. Attend professional development and training sessions scheduled by QARGI ACADEMY.
 - xxviii. To the extent an Eligible Student parent requests an Eligible Student reevaluation, assist in the coordination of such.
- c. **QARGI ACADEMY Duties.** QARGI ACADEMY shall engage, perform in and satisfy the following:
- i. Ensure program compliance with state and federal laws and regulations.
 - ii. Make all final IEP decisions after guidance from SEPs.
 - iii. Address all budgeting for the QARGI ACADEMY special education program.
 - iv. Provide evaluation of Eligible Students when required or when requested by SEPs.
 - v. Attend review and update sessions scheduled by SEP’s
 - vi. Facilitate parent/guardian meetings and ensure that parent/guardian communications required by law are satisfied.
 - vii. Submit all reimbursement requests and retain all reimbursements for special education services. QARGI ACADEMY will also provide and perform the following:
 1. On receipt of existing IEPs, transfer or upload the data of the existing IEP of newly-enrolled Eligible Students into an electronic format;
 2. Provide information regarding an Eligible Student’s parents or guardians, including those with an IEP and those who will undergo the IEP referral process;
 3. Make all decisions as to termination of special education program(s) and service(s);
 4. Oversee the IEP process as the LEA for the Eligible Student and prioritize scheduling annual case conferences where a newly-enrolled Eligible Student is out of compliance;
 5. Deliver all necessary documents to all parties before an IEP meeting or conference;
 6. Provide or arrange for provision of assistive technology and ancillary services to an Eligible Student if and as required by the IEP;
 7. Provide baseline data of academic achievement of any Eligible Student who is placed on an IEP, which information should be readily available to the Teacher of Record for an Eligible Students;
 8. Provide data of academic achievement for all Eligible Students on IEP’s to prepare the annual review and periodic assessments as required by law, which information should be readily available to the Teacher of Record to Eligible Students;

9. Provide or arrange for all accommodations for Eligible Students on an IEP who will be taking state-required testing in the Designee's state of operation;
 10. Ensure all provisions of the IEP are met, and retain all responsibility of these provisions for each Eligible Student;
 11. Provide or arrange for all diagnostic testing by specialized services such as psychological, speech and language, etc. and provide or arrange for the provision of these services when required by the IEP; and
 12. Sign all documents as required by the IEP, with the Edmentum Teacher of Record to sign where necessary.
4. **Delivery of Special Education Services.** Special Education Services shall be provided through the internet or other means of electronic communication, including, if necessary, telephone. Initial meetings may be in-person as may other meetings as determined by the parties or required by law.
5. **Representations regarding Special Education Services.** Edmentum represents and warrants to QARGI ACADEMY that:
- a. The Edmentum personnel providing the Special Education Services are and will remain properly licensed, highly-qualified, sufficiently skilled, and knowledgeable regarding the laws, rules, regulations and ordinances respecting the services provided hereunder;
 - b. The Special Education Services will be provided in a timely and professional manner, consistent with the requirements identified herein;
 - c. Edmentum will comply with all applicable laws and regulations respecting the Special Education Services to be provided hereunder but is not responsible for ensuring that the services provided to the Eligible Students are consistent with applicable laws or regulations as QARGI ACADEMY has final decision-making authority related to all services;
 - d. Edmentum and its employees, agents, representatives and contractors, including, without limitation, teachers, possess and will continue to possess for the Term of this SOW, all license, permits, and approvals of governmental agencies necessary to provide the Special Education Services.
6. **Transfer of Services.** If an enrolled Eligible Student withdraws or is withdrawn from a Designee school at any time during the applicable July 1st through June 30th period, QARGI ACADEMY may substitute another enrolled Eligible Student to complete the balance of that applicable school year.
7. **Term.** This SOW begins on July 31, 2020 and runs through June 30, 2021 ("Term"), to the extent that QARGI ACADEMY timely makes all payments identified on the Order Form and all parties comply with the obligations identified herein and on the Order Form. This SOW may be renewed only through a mutual written agreement between QARGI ACADEMY and Edmentum.
8. **Indemnification.** Each party, for and on behalf of itself and its affiliates and subsidiaries, employees, agents, representatives, officers, owners and successors and assigns

("Indemnifying Party") will at its own expense, defend, indemnify, and hold harmless the other party, and its affiliates and subsidiaries, employees, agents, representatives, officers, owners and successors and assigns ("Indemnified Party"), from and against all claims, actions, lawsuits, proceedings, damages, liabilities, causes of action, costs or expenses, including reasonable attorneys' fees and costs ("Claims"), suffered or incurred by the Indemnified Party as a direct and proximate result of a third-party's claim against the Indemnified Party in accordance with Section 4.3 of the Standard Purchase and License Terms referenced on the Order Form, subject to the Section 4.6 disclaimers, limitations and exclusions.

9. **Termination.**

- a. **Misconduct.** Either party may terminate this SOW without further liability thirty (30) days after delivery of written notice (only 10 days as to a payment default) to the party breaching any of its materials obligations under this SOW to the extent that the breaching party fails to cure such breach within any applicable "cure" period hereunder.
- b. **Effect of Termination.** Termination shall not affect those obligation of the parties under all paragraphs in which the parties' obligations continue following expiration or termination which by their nature or content should logically survive termination. On termination, each party shall return to the other party, or at the producing party's option, destroy, all copies of confidential information of the other party relating to the subject matter hereof, including, without limitation, all IEPs, annual assessment conference materials and the like; and (ii) cooperate reasonably with the other party in winding up any remaining duties to each other pursuant hereto.

The terms and conditions identified in this Exhibit A SOW are agreed to by the parties as of the SOW Effective Date of _____ and signed by authorized representatives of each party after all necessary consents and approvals of these terms and conditions have been obtained.

On Behalf of Edmentum, Inc.
Name _____
Title _____
Signature _____

On Behalf of Qargi Academy
Name _____
Title _____
Signature _____