



This Online Educational Products and Services Order (this "Order"), dated as of 8/6/2021 (the "Order Effective Date"), is between Cambrian School District, 4115 Jacksol Drive, San Jose, CA 95124 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

**Accepted by Customer:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

**Accepted by FuelEd:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

- 1. Period:** 8/6/2021 through 8/5/2022 and is not eligible for a renewal period.
- 2. Territory:** Students served by Cambrian School District, CA
- 3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:**

Qty	Product	Product Description	Unit Price	Total Price
25	K12 K-5 Full-time Enrolled Student License (Content and Hosting, Upfront)	License for a single student to enroll in up to six K-5 courses per semester. Physical materials and instruction ordered separately.	\$700.00	\$17,500.00
20	K12 6-12 Full-time Standard Enrolled Student License (Content and Hosting, Upfront)	License for a single student to enroll in up to six (6) 6-12 courses per semester from the Standard Catalog. Physical materials and instruction ordered separately.	\$700.00	\$14,000.00
As Ordered	K12 K-5 Instruction Add-On	Instruction for a single student in a K12 K-5 annual course.	\$250.00	As Ordered
As Ordered	K12 6-12 Instruction Add-On	Instruction for a single student in a K12 6-12 semester course.	\$200.00	As Ordered
As Ordered	K12 K-12 Physical Course Materials	Leased K12 student physical materials for one student enrolled in one course	\$100.00	As Ordered
As Ordered	Embark Art Pre-K Program	One-year license for a single student in the Embark Art Pre-K program. Content and hosting included. Materials ordered separately.	\$65.00	As Ordered
As Ordered	Embark Language Arts Pre-K Program	One-year license for a single student in the Embark Language Arts Pre-K program. Content and hosting included. Materials ordered separately.	\$165.00	As Ordered
As Ordered	Embark Math Pre-K Program	One-year license for a single student in the Embark Math Pre-K program. Content and hosting included. Materials ordered separately.	\$165.00	As Ordered
As Ordered	Embark Music Pre-K Program	One-year license for a single student in the Embark Music Pre-K program. Content and hosting included. Materials ordered separately.	\$65.00	As Ordered

As Ordered	Embark Science Pre-K Program	One-year license for a single student in the Embark Science Pre-K program. Content and hosting included. Materials ordered separately.	\$132.00	As Ordered
As Ordered	Embark Social Studies Pre-K Program	One-year license for a single student in the Embark Social Studies Pre-K program. Content and hosting included. Materials ordered separately.	\$132.00	As Ordered
As Ordered	Materials: Kit 1 - Embark12 Books	One set of literature selections for the Embark Pre-K Program	\$107.00	As Ordered
As Ordered	Materials: Kit 2 - Embark12 Manipulatives	One set of manipulatives for the Embark Pre-K Program	\$96.00	As Ordered
As Ordered	Materials: Kit 3 – Getting Started Embark12 Materials	One set of Getting Started materials for the Embark Pre-K Program	\$20.00	As Ordered
As Ordered	Materials: Kit 4 - Embark12 Teacher Guides	One set of Teacher Guides for the Embark Pre-K Program	\$142.00	As Ordered

#### 4. Description of Educational Products.

##### K12 and FuelEd Online Courses

Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

##### K12 Materials

Instructional text or e-books, supplies, and teaching tools (collectively, "Materials") for students and/or instructors.

A complete list of required materials may be accessed at

<https://www.fueleducation.com/materials>.

FuelEd will reclaim durable Materials by informing the Customer and/or its students which Materials need to be returned and provide pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customers will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

#### 5. Description of Services.

##### Instructional Services:

Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

##### Hosting Solution:

The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

#### 6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customer's receipt of invoice.

##### K12 K-12 Enrolled Student License and K12 K-12 Course Licenses :

Customer will be invoiced for the ordered number of K12 K-12 Enrolled Student Licenses and K12 K-12 Course Licenses promptly following the Order Effective Date. If, during the Period, Customer enrolls students in K12 K-12 Enrolled Student Licenses or K12 K-12 Course Licenses in addition to those ordered hereunder, Customer will be invoiced for such additional licenses at a pro-rated Unit Price in the month following the month of Customer student enrollment. All payments are due within thirty (30) days of the Customer's receipt of the invoice. No refunds, credits, or cancellations are allowed

##### K12 Materials

FuelEd will invoice the customer upon shipment. Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdrawals occurring after 30 days.

##### K12 Instruction:

FuelEd will invoice the Customer for instructional services as enrolled equally over ten (10) months for grades K-5 annual courses and over five (5) months for grades 6-12 semester courses. Fees will not be charged for a student for any month following notice to FuelEd of the student's withdrawal from the course. All payments are due within thirty (30) days of the Customer's receipt of the invoice.

**Embark Payment and Refund Policy:** FuelEd will invoice Customer for the program as follows: (a) courses and educational tools and services will be billed equally over ten months; (b) materials will be invoiced upon shipment. Credits shall be offered on course fees only, not on materials, shipping costs or other applicable fees, and must be used during the Period.

## ATTACHMENT A

### **ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER CALIFORNIA STUDENT DATA RIDER**

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies or adds certain provisions found in the Order and Terms, as noted below.

WHEREAS, the Customer is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the Customer and the FuelEd desire to have the Online Educational Products and Services Agreement provided comply with AB 1584 and FERPA.

NOW, THEREFORE, the Parties agree as follows:

1. The term of this Attachment shall expire on the termination date stated in the Order or Terms, whichever controls.
2. Pupil Records obtained by FuelEd from Customer continue to be the property of and under the Control of the Customer. "Pupil Records" shall be defined as any information directly related to a pupil that is maintained by the Customer or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer employees. Pupil Records does not include information that cannot be used to identify an individual pupil ("De-Identified Information") used by FuelEd to (i) improve educational products for adaptive learning purposes and for customized pupil learning; (ii) demonstrate the effectiveness of FuelEd's products in the marketing of those products; or, (iii) for the development and improvement of educational sites, services, or applications. "Control" shall be defined as the right of Customer to direct FuelEd to (i) use Pupil Records in FuelEd's performance of the services purchased under the Order and Terms; (ii) destroy some or all Pupil Records in a commercially reasonable time; or, (iii) return some or all Pupil Records in a mutually agreed upon media format in a commercially reasonable time.
3. The procedures by which pupils may retain Control of their own Pupil-Generated Content are outlined as follows: Pupils may exercise possession or Control directly through the learning management system in which the Pupil-Generated Content resides, or provide a specific request to Customer. Customer will then forward the request to FuelEd, which will take commercially reasonable steps to comply. These steps will be limited to the following actions: (1) deleting the Pupil-Generated Content if not otherwise prohibited by the Terms or applicable law, and (2) providing Customer with a copy of the requested Pupil-Generated Content in a mutually agreed upon media format in a commercially reasonable time. "Pupil-Generated Content" shall be defined as materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. Pupil-Generated Content does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.
4. Parents, legal guardians, or eligible pupils may review Pupil Records and correct erroneous information by the following protocol: Requestors eligible to review and correct such documents under applicable law shall submit such requests to Customer. If such data is available to Customer through its account administration on a FuelEd learning management system, Customer shall respond to the request directly. If the requested information is not available to Customer, Customer shall then forward valid requests to FuelEd. FuelEd will respond by providing the Pupil Record to Customer in a mutually agreed upon media format or make corrections to a Pupil Record, both in a commercially reasonable time.
5. FuelEd shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records, by the following measures: Operate its systems infrastructure at the moderate level baseline as defined in the National Institute of Standards and Technology ("NIST") 800-53 Rev. 3 moderate baseline requirements, and/or in accordance with industry accepted cyber-security standards. Through the aforementioned actions and other industry accepted means, FuelEd shall ensure compliance with FERPA.
6. In the event of an unauthorized disclosure of a Pupil Record, FuelEd shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: Upon internal confirmation of an unauthorized disclosure of a Pupil Record belonging to a pupil served by Customer, FuelEd shall contact Customer with information related to the disclosure. Customer will then contact the affected parties and inform them of the unauthorized disclosure.
7. FuelEd shall not use any information in a Pupil Record for any purpose other than those required to perform its obligations under the Online Educational Products and Services Agreement, or as otherwise allowed by applicable law.
8. FuelEd certifies that Pupil Records shall not be retained or available to FuelEd upon termination of the Online Educational Products and Services Agreement. In order to comply with this section, upon termination of the Online Educational Products and Services Agreement, Customer shall instruct FuelEd in writing that it does not wish to receive further products or services and that FuelEd should destroy or return Pupil Records. After deleting remaining Pupil Records, FuelEd shall confirm in writing to Customer that such deletion is completed.