SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
September 8, 2026

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following contracts/agreementsfor the 2026-2027 school year: (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2027-57	Consulting Agreement between Key Innovative Solutions and the Suwannee County School Board to develop a strategic proposal to create opportunities to address the current and prospective workforce needs (*Renewal/Revised*) **(pgs. 3-14)**
#2027-62	Agreement between Khan Academy, Inc. and the Suwannee County School Board to provide classroom and student resources (*Renewal/Revised*) **(pgs. 15-62)**
#2027-63	Athletic Training and Service Agreement between Suwannee County School Board and the University of Florida Board of Trustees (*Renewal/Revised*) **(pgs. 63-83)**

2. The Superintendent recommends approval of the following curriculum item:

   a. Suwannee County School District 2026-2027 Uniform Statewide Assessment Calendar **(pgs. 84-96)**

3. The Superintendent recommends approval of the following forms:

#5100-112	Enrollment and Tuition Contract for State Scholarship Recipients (*New*) **(pgs. 97-100)**
#5100-113	Exhibit A: Suwannee Scholarship Student Agreement Form (*New*) **(pgs. 101-104)**
#7200-152	Permission to Drive Auto Form (*Revised*) **(pgs. 105-106)**
#7200-153	Designation of Beneficiary for Final Compensation (*New*) **(pg. 107)**

4. The Superintendent recommends approval of the Workforce Education Postsecondary Program Fee Schedule, for RIVEROAK Technical College, for the 2026-2027 school year, per Florida Statute 1009.22:

2026-2027 RTC WORKFORCE EDUCATION STUDENT FEE SCHEDULE SUMMARY	
CATEGORY OF FEE	**CALCULATIONS**
Rate of Tuition	$2.44 per clock hour of the program
Capital Improvement Fee	5% of tuition fees
Technology Fee	5% of tuition fees
Supplies	Career-related items provided to student necessary to successfully complete the program, i.e. personal protection equipment, basic tools, identification cards, parking permits that support the program
Books	Based on quote from publishers
Financial Aid Fee	10% of tuition fees
Application Fee	For postsecondary career certificate students

Adjourn

INNOVATIVE SOLUTIONS

This Consulting Agreement ("Agreement") is made and effective July 1, 2026

BETWEEN: **Key Innovative Solutions** (the "Consultant"), a company organized and existing under the laws of the State of Florida, with its head office located at:

3206 South Hopkins Ave. #226
Titusville, FL 32780

AND: **Suwannee County School Board** (the "Client") organized and existing under the laws of the State of Florida, with an office located at:

1740 Ohio Avenue South
Live Oak, FL 32064

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. CONSULTATION SERVICES

The client hereby employs the consultant to develop a strategic proposal to create several opportunities to address the current and prospective workforce needs.
Services include the following:

- Grassroots services: Build a coalition of manufacturers in various industries through Manufacturers Task Force to identify in-demand skills and projected talent demand signal.
- Execute local, state and federal affairs plans which seek to elevate the program center to provide for local workforce needs.
- Bring elected officials and other key leaders to the District for substantive meetings and discussions on the need for in-demand and high-wage professionals along with other technical workforce needs.
- Obtain meetings in Tallassee with state agency leadership.
- Build support for state appropriations request.
- Build support for effort with federal legislators.
- Identify and guide in the application process for other potential funding streams from federal and state agencies.

INNOVATIVE SOLUTIONS

- Continue to foster relationships with other state entities, associations, and organizations to grow and enhance workforce education opportunities for the students of Suwannee County School District.

2. TERMS OF AGREEMENT

The initial term of this agreement is from July 1, 2026, through December 31, 2026. Either party may cancel this agreement with 30 days' notice to the other party in writing, by certified mail or personal delivery. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, warranties, and understandings, whether written or oral, between the parties with respect to the subject matter hereof. Key Innovative Solutions' mailing address is 3206 South Hopkins Ave. #226, Titusville, FL 32780

3. PAYMENT TO CONSULTANT

Services provided by the consultant are compensated by a monthly retainer billed at the first of each month and due on the last day of each month. The monthly retainer of $4,250 per month for six months (duration of this contract) equals $25,500 in total compensation for the consultant. Additionally, all travel and expenses will be pre-authorized by Suwannee County School District and reimbursed to Key Innovative Solutions within 30 days of submission.
Payments made to consultant can be mailed to:

3206 South Hopkins Ave. #226
Titusville FL 32780

4. INDEPENDENT CONTRACTOR

Both the client and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract and neither has the authority to bind the other to any third party. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

5. CONFIDENTIAL INFORMATION

INNOVATIVE SOLUTIONS

The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which is confidential or proprietary or which concerns the personal, financial, business operations, strategies or other affairs of the Client, or which concerns any confidential or personal information of its students, will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations. Consultant agrees not to disclose any such information, or any information concerning the terms of this Agreement, to any unauthorized individual, except as may be required by law; to protect any such information from unauthorized disclosure, applying such protections as are reasonably prudent for the protection of such information or required by law; to notify Client immediately of any unauthorized disclosure that is known to or reasonably suspected by consultant; to cooperate fully with client to mitigate the effects of any unauthorized disclosure; and to comply with all applicable laws and regulations. If consultant is required to disclose client's confidential information by a court or other tribunal, it shall promptly notify client, before making such disclosure, to allow client a reasonable opportunity to seek an appropriate order protecting the confidentiality of the information. This provision shall survive the termination of this Agreement.

6. EMPLOYMENT OF OTHERS

The client may from time-to-time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the client, but in no event shall the consultant employ others without prior authorization of the client.

7. GOVERNING LAW / VENUE

This Agreement shall be governed by the laws of the State of Florida without reference to any conflict of laws principles. Any legal proceedings in connection with the performance of this engagement shall be brought and maintained exclusively in a court in a court of competent jurisdiction in Suwannee County, Florida.

8. IDEMNITY

Consultant agrees to defend, indemnify, and hold harmless Client and its officers, and employees from and against any claims (including reasonable attorney fees) arising out of or relating to a) Consultant's breach of any of the terms of this Contract and/or any gross negligence or willful misconduct by Consultant or any of its employees. Nothing in the Contract shall limit, alter, or otherwise modify the Client's sovereign immunity under Chapter 768, Florida Statutes.

9. PUBLIC RECORDS

INNOVATIVE SOLUTIONS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A, which is incorporated by reference herein.

10. FORCE MAJURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance of extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for al and part of the 2025-2026 school year.

11. E-Verify, Effective July 2, 2020

A. Pursuant to Fla. Stat. 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify System, http://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla.Stat. 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

Address 3206 S. Hopkins Ave. #226 Titusville FL 32780 | *Phone* 954-729/9244 | *Email* khoffman@keyinnovates.com | *Website* www.keyinnovates.com

KEY
INNOVATIVE SOLUTIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Suwannee County School Board	Key Innovative Solutions
_____	_____
Signature	Karin Hoffman
	Karin Hoffman, CEO
Ronnie Gray, Superintendent	_____
Print Name	Print Name
	August 24, 2026
_____	_____
Date	Date

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Address
3206 S. Hopkins Ave. #226
Titusville FL 32780

Phone
954-729/9244

Email
khoffman@keyinnovates.com

Website
www.keyinnovates.com

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

INFO ONLY

SCSB 2026-81 (REVISED/RENEWAL)

INNOVATIVE SOLUTIONS

This Consulting Agreement ("Agreement") is made and effective January 1, 2026

BETWEEN: **Key Innovative Solutions** (the "Consultant"), a company organized and existing under the laws of the State of Florida, with its head office located at:

3206 South Hopkins Ave. #226
Titusville, FL 32780

AND: **Suwannee County School Board** (the "Client") organized and existing under the laws of the State of Florida, with an office located at:

1740 Ohio Avenue South
Live Oak, FL 32064

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. **CONSULTATION SERVICES**

The client hereby employs the consultant to develop a strategic proposal to create several opportunities to address the current and prospective workforce needs.
Services include the following:

- Grassroots services: Build a coalition of manufacturers in various industries through Manufacturers Task Force to identify in-demand skills and projected talent demand signal.
- Execute local, state and federal affairs plans which seek to elevate the program center to provide for local workforce needs.
- Bring elected officials and other key leaders to the District for substantive meetings and discussions on the need for in-demand and high-wage professionals along with other technical workforce needs.
- Obtain meetings in Tallahassee with state agency leadership.
- Build support for state appropriations request.
- Build support for effort with federal legislators.
- Identify and guide in the application process for other potential funding streams from federal and state agencies.

3206 S. Hopkins Ave. #226
Titusville FL 32780
954-729/9244

INNOVATIVE SOLUTIONS

- Continue to foster relationships with other state entities, associations, and organizations to grow and enhance workforce education opportunities for the students of Suwannee County School District.

2. TERMS OF AGREEMENT

The initial term of this agreement is from January 1, 2026, through December 31, 2026. Either party may cancel this agreement with 30 days' notice to the other party in writing, by certified mail or personal delivery. Key Innovative Solutions' mailing address is 3206 South Hopkins Ave. #226, Titusville, FL 32780

3. PAYMENT TO CONSULTANT

Services provided by the consultant are compensated by a monthly retainer billed at the first of each month and due on the last day of each month. The monthly retainer of $6,250 per month for twelve months (duration of this contract) equals $75,000.00 in total compensation for the consultant. Additionally, all travel and expenses will be pre-authorized by Suwannee County School Board and reimbursed to Key Innovative Solutions within 30 days of submission. Payments made to consultant can be mailed to:

3206 South Hopkins Ave. #226
Titusville FL 32780

4. INDEPENDENT CONTRACTOR

Both the client and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract and neither has the authority to bind the other to any third party. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

5. CONFIDENTIAL INFORMATION

The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which is confidential or proprietary or which concerns the personal, financial, business operations, strategies or other affairs of the Client, or which concerns any confidential or personal information of its students, will be treated

Address | Phone | Email | Website
3206 S. Hopkins Ave. #226 | 954-729/9244 | [illegible] | [illegible]
Titusville FL. 32780

INNOVATIVE SOLUTIONS

by the consultant in full confidence and will not be revealed to any other persons, firms or organizations. Consultant agrees not to disclose any such information, or any information concerning the terms of this Agreement, to any unauthorized individual, except as may be required by law; to protect any such information from unauthorized disclosure, applying such protections as are reasonably prudent for the protection of such information or required by law; to notify Client immediately of any unauthorized disclosure that is known to or reasonably suspected by consultant; to cooperate fully with client to mitigate the effects of any unauthorized disclosure; and to comply with all applicable laws and regulations. If consultant is required to disclose client's confidential information by a court or other tribunal, it shall promptly notify client, before making such disclosure, to allow client a reasonable opportunity to seek an appropriate order protecting the confidentiality of the information. This provision shall survive the termination of this Agreement.

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3206 S. Hopkins Ave. #226 Titusville FL. 32780	954-729/9244		



10. FORCE MAJURE

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A. Pursuant to Fla. Stat. 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify System, http://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
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   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-verify system for any employees they may hire during the term of this Agreement.
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   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

3200 S. Hopkins Ave #326 954 729-9244
Titusville FL 32780

INFO ONLY

SCSB 2026-81 (REVISED/RENEWAL)

KEY
INNOVATIVE SOLUTIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Suwannee County School Board	Key Innovative Solutions
Signature	Karin Hoffman
Ronnie Gray	Karin Hoffman
Print Name	Print Name
Superintendent of Schools	2/27/26
Date FEB 10 2026	Date

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Address	Phone	Email	Website
5206 S. Hopkins Ave. #226 Titusville FL 32780	954-729-9244	[illegible]	[illegible]

INFO ONLY

EXHIBIT A

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under Chapter 119.0701, Florida Statutes

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If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

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If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

SERVICE ORDER

Khan Academy, Inc.
P.O. Box 1630
Mountain View, CA 94042

CUSTOMER INFORMATION FOR FLORIDA DISTRICTS FUNDED BY LASTINGER

Customer: Suwannee County School Board
Address: 1740 Ohio Ave. S, Live Oak, FL 32064
Primary Contact: Tammy Boggus
Email: tamara.boggus@suwannee.k12.fl.us
Phone: 386-647-4601
Billing Contact Name: Cortney Flowers
Billing Contact Email: cortney.flowers@suwannee.k12.fl.us

KHAN ACADEMY INFORMATION

Billing Contact: ar@khanacademy.org
Primary Contact: Renee Venegas
Email: renee@khanacademy.org

SERVICE ORDER INFORMATION

Start Date: Effective Date of this Order
End Date: June 30, 2027
Rostering Service: ClassLink

KHAN ACADEMY DISTRICT SERVICE, INCLUDING KHANMIGO FOR DISTRICTS

Product	Quantity	Grades	Subjects*
Khanmigo for Districts - **Student Tutor**	3067 students	Grades: 6-12	Subjects: All
Khanmigo for Districts - **Teaching Assistant**	Teachers associated with students that have Khanmigo for Districts - Student Tutor		
Khanmigo for Districts - **Administrator**	Administrator account can be allocated to either school or district administrator at the election of Customer		
Khan Academy Districts	As identified in Khanmigo for Districts - **Student Tutor**		
Professional Learning for Khan Academy Districts with Khanmigo	1 in-person day plus 3 hours virtual	Professional learning sessions will be selected from your customized learning plan, with in-person sessions (6 hours per day).	

TERMS AND CONDITIONS

The scope of services to be provided by Khan Academy, Inc. ("**Khan Academy**") to Customer (each, a "**Party**") are described in the "Service Order Information" section above. These services will be provided pursuant to Khan Academy's Terms of Service for the Khan Academy District service, and any additional addenda attached hereto, and are all incorporated herein by reference. This Service Order ("**Order**"), together with the Terms of Service and any additional addenda, are referred to as the "**Agreement**". In the event of conflict between the terms of this Order, the Terms of Service for the District service and any additional addenda, the terms of this Order shall control.

The Khan Academy District service consists of rostering support for schools and teachers, access to Khan Academy District service administrator reports, implementation support and priority technical support for Customer's teachers, together with professional learning and other services licensed under this Order.

Any deletions or other revisions by Customer to this Order (whether handwritten, electronically, or otherwise) will be null and void.

Licenses: Services will be provided to the number of students set forth above, and their associated teachers.

***Subjects**: Subjects are identified in order to provide rostering and implementation support. Upon notice to (and approval by) Khan Academy, Customer may request a change to the indicated subjects.

Term: Services are provided for the term commencing on the Start Date, and ending on the End Date. Under no circumstance shall the term of this Order extend beyond the End Date without a written amendment (or a renewal order) to this Agreement executed by the Parties in writing.

****Fees**: Total fees (excluding those for any additional professional learning) are calculated based on the number of student licenses. Except as agreed between the Parties in writing, each Party will bear its own expenses. Discounts or fee waivers are one-time only and apply only to the Term specified in this Order.

Khan Academy District Service Fees: Khan Academy's standard subscription price ($10.00 per student) is waived and included as part of Khanmigo for Districts (with a standard subscription price of $15.00 per student).

Khanmigo for Districts Fees: The per-student amount represents a 100% discount from the Khanmigo for Districts Student Tutor standard subscription price ($15.00 per student). This discounted pricing is made available in part by funding from University of Florida Board of Trustees, a public body corporate of the State of Florida, on behalf and for the benefit of the University of Florida ("**funder**"), with the University of Florida Lastinger Center for Learning ("**Lastinger Center**") designated as the funder's administrator. Khan Academy may share aggregated, de-identified usage data at the school level with the funder (including Lastinger Center) for purposes of demonstrating the social impact of the grant.

Special Terms: Customer acknowledges that (a) Lastinger Center shall be set up as the district administrator for District's accounts ("**Lastinger Reporting**"); (b) Lastinger Center will be able to view user account data and manage the accounts for District; (c) Lastinger Center is responsible for coordinating with you as the Customer on user account management; and (d) provision of the services under this Agreement are contingent upon Lastinger Center continuing to provide funding for these services. For clarity, if Khan Academy does not receive payment from Lastinger Center for this Order, services under this Agreement for SY26-27 may be suspended or terminated pursuant to the Agreement.

As a condition of receiving the services, Customer shall: (i) roster the students and Customer teachers within 2 weeks of executing this Agreement ("**Rostering Deadline**"); (ii) have the teachers and administrators participate in the Professional Learning; (iii) provide classroom time for students to use the services; (iv) expeditiously partner with Khan Academy for rostering, activation of accounts, and student engagement to ensure that licenses are created, students log into the platform and an activity is started within the Platform ("**Student Activity**") within 6 weeks of executing this Agreement; (v) ensure that students initiate in at least 5 Khanmigo chats (each, a "Khanmigo Chat," meaning a unique instance of a conversation with Khanmigo) within 6 weeks of executing this Agreement and continue to do so for every 4 weeks ("**Minimum Usage**"); (vi) collaborate to determine and implement a success plan for ongoing learning and achievement of **Student Activity and Minimum Usage**, collectively "**Usage Outcomes**"; and (vii) fulfill the customer roles identified in Customer Commitments located at Attachment 2 ("**Customer Role**").

No Waiver of Sovereign Immunity. To the extent not prohibited by law, nothing in this Agreement waives governmental, sovereign, or official immunities where applicable, except to the extent limited by applicable law including but not limited to the limited waiver provided in section 768.28, Florida Statutes.

E-Verify. Effective January 1, 2021, pursuant to Fla. Stat. § 448.095, all Contractors shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor affirms that it is registered with and uses the E-Verify system, and is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any contract entered between the Parties.

Public Records. Khan Academy will assist Customer with providing any financial records required under Florida's Public Records Laws, Chapter 119, Florida Statutes that Customer does not directly have access to and will retain such financial records as provided by law.

Khan Academy further agrees to:

A. Keep and maintain public records required by the School Board in order to perform the service under this Agreement; and

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School Board; and

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS LORIE NORRIS, RISK MANAGER, AT LORIE.NORRIS@SUWANNEE.K12.FL.US OR 386-647-4608.

No Conflict. Khan Academy certifies that, to the best of its knowledge, Khan Academy, nor Khan Academy's employees are employed by the Customer. Khan Academy further certifies that, to the best of its knowledge, no conflicting business, employment, or contractual relationship exists between the Khan Academy and the Customer.

[*Signature Page Follows*]

SIGNATURES

The Parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The Parties may also deliver and accept facsimile, electronically scanned or electronic signatures, which bind a Party as if the signature were an original.

By its signature below, each Party confirms its acceptance of the proposal set forth herein. Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective Party. This proposal will become binding upon the signature of both Parties, and shall be effective on the later of (i) the Start Date or (ii) the date of the last signature hereto (the "**Effective Date**").

Khan Academy, Inc.	**Customer: Suwannee County School Board**
Signature:	Signature:
Name:	Name: Ronnie Gray
Title:	Title: Superintendent of Schools
Date:	Date:

SUWANNEE_08.10.2026_LASTINGER_07.27.2026_KADwithKM+LP_Order_07.16.2024_PUBLISHED_07.27.2026

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Attachment 1

Khan Academy District Service Terms of Service

Set forth below are the Terms of Service ("**TOS**") made between Khan Academy, Inc., a 501(c)(3) organization ("**Khan Academy**" or "**we**" or "**us**") and a school, school district or other local education agency entity (each, an "**LEA**") subscribing to the Khan Academy District service ("**Customer**" or "**you**"). These TOS govern Customer's use of the Khan Academy District service (the "**District Service**").

1. The District Service. The District Service is a premium, subscription-based service that is offered as a complement to the standard features of Khan Academy's educational website located at https://khanacademy.org/ and related mobile applications and online services (the "**Website**"). Access to the Website and use of the Website's standard features are provided free of charge.

Through the District Service, Khan Academy provides (i) enhanced features to facilitate set-up, management, and use of School Accounts (as defined in Section 4.3 (School Accounts)) for class use; (ii) implementation assistance and training for authorized users registered as teachers, school leaders, aides, or other similar personnel (collectively, "**School Personnel**"); (iii) priority technical support for class use of the Website; (iv) data insights on Website usage and performance through district administrator reports; and (v) artificial intelligence ("**AI**") enabled learning guides and AI-enabled learning activities; and (vi) an expanded set of AI-enabled teacher tools ("**Khanmigo Teacher Tools**") available on all School Personnel accounts included in the District Service.

Both Khan Academy and Customer (the "**Parties**") acknowledge that the District Service is provided online, with services provided remotely. The District Service will be provided to Customer by Khan Academy personnel and through the Website and content offerings (the District Service and Website, collectively, the "**Platform**"). In the ordinary course of operating the Platform, Khan Academy engages vendors and service providers to provide services such as data storage, communications, and support services. These vendors and service providers are sub-processors to Khan Academy and are not deemed subcontractors under these TOS.

2. Subscription Terms.

2.1 Subscription Terms. The District Service is offered to Customer for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account set forth in the then-current service order, quote or service agreement for the account executed between the Parties ("**Applicable Order**"). When using the District Service, you will also be subject to our Privacy Policy (https://www.khanacademy.org/about/privacy-policy) and any posted guidelines, policies or rules applicable to specific features, or use, of the Platform, which may be posted from time to time (collectively the "**Guidelines**"). The Applicable Order, these TOS and the Guidelines form a legal contract between Customer and Khan Academy with respect to the District Service and are referred to collectively as the "**Agreement**". Your Applicable Order specifies the scope of services provided, including by reference to the number of accounts, students, subjects or grade levels included in your subscription. Student accounts will be counted upon activation and may not be shared or transferred among students.

2.2 Payment. Customer will pay all fees specified in the Applicable Order. If an annual payment option is selected, then the invoice for the current school year (ending on June 30th) may be issued at any time after the Applicable Order is signed. The invoice for any subsequent school year(s) (with each school year commencing on July 1st) may be issued before, at, or shortly after the start of that school year. If an upfront payment for the

entire term of the Applicable Order is selected, all fees shall be processed in a single payment upon receipt of invoice. The invoice may be issued at any time after the Applicable Order is signed. Except as expressly set forth in the Agreement, (i) all payment obligations are non-cancelable, and fees paid are non-refundable; (ii) fees are based on the District Service subscriptions purchased and not actual usage; and (iii) quantities purchased cannot be decreased during the relevant subscription term. Customer may tender payment by wire transfer, check, or other methods at Khan Academy's discretion. Payment must be received by Khan Academy no later than 30 days after Khan Academy issues an invoice. If Khan Academy does not receive payment within 30 days, the invoice is past due, and Khan Academy reserves the right to suspend access to the affected Customer account(s) and take collection action. Suspension of a School Account does not relieve the Customer of its obligation to pay for the District Service for the full term of the subscription. Customer is solely responsible for paying all fees and applicable taxes, if any, associated with the District Service, including any sales, use, or value added taxes. Customer is solely responsible for any fees or other third-party charges incurred in connection with remitting payment, including, but not limited to, credit card, electronic payment processing, or convenience fees. All questions relating to payments and fees should be sent to ar@khanacademy.org.

2.3 Financial Audit. Notwithstanding anything to the contrary in the Agreement, audit and inspection rights (including access to any books, records, and accounts) under these TOS and any addenda refer to a right to inspect financial information and supporting financial documentation relating to the District Service rendered. Khan Academy will assist Customer with providing any financial records required under any applicable public records or open records statute that Customer does not directly have access to and will maintain such financial records as provided by applicable law. Requests for financial documentation will be conducted remotely and via electronic delivery.

2.4 Licensed Students. The District Service is provided on a per-user license, subscription basis. The concurrent number of students receiving access cannot exceed the number of user licenses by more than 5% or 1,000 students, whichever is less (collectively, "**Overage**"). If the number of Customer's rostered students exceed the number of user licenses by more than 5% or by more than 1,000 students, Customer is obligated to either pay for any user that surpass the licensed amount or reduce its number of rostered users. In the event Customer purchases a license for additional users, Customer will be issued an invoice for such additional user licenses. Additional user licenses may be added mid-subscription term, and such additional user licenses will be for a term concurrent with Customer's then-current subscription term and the subscription term will terminate on the same date. Additional users rostered prior to January 1 will be priced at the same rate as set forth in the current Agreement, and additional users rostered on or after January 1 will be priced at 50% of the rate set forth in the current Agreement; in each case, the users will be licensed only until the end of Customer's current term.

2.5 Implementation Calendar. The standard service term is one year, commencing on July 1, and ending on June 30. Programmatic Support Services (as defined in Section 5 (Programmatic Support Services)) will be provided during the regular, full school year (exclusive of any summer session). Customer may elect to continue updating its roster (via Clever Inc.'s Secure Sync service, ClassLink, Inc. Roster Server, or such other service as Khan Academy may make available for such purpose (each, a "**Rostering Service**")) during the summer months after the end of the spring term, but Customer acknowledges that Khan Academy is not required to provide Programmatic Support Services for summer school programs.

2.6 Evaluation Services; Authorized User Experience Feedback. Khan Academy may offer pilot programs (each a "**Pilot**"), beta features or products ("**Betas**"), or demonstrations and trial versions of features or products (collectively with Pilots and Betas, "**Evaluation Services**"). Customer acknowledges that (a) participation in an Evaluation Service may allow Customer to access such Evaluation Service on a preview basis (including before it is made generally available on the Platform or included in Khan Academy's general service offerings); (b) Khan Academy may still be testing, evaluating and improving Betas, including by collecting Customer feedback, or for Customer evaluation; as such, Betas are offered "as-is" and the limited warranty provided for the District Service in Section 11 does not apply to Evaluation Services; (c) participation in an Evaluation Service is subject to these TOS and any additional terms Khan Academy may specify; (d) the Betas are still under development, may be inoperable or incomplete and are likely to contain errors or bugs; (e) the Betas may never become generally available; (f) Khan Academy reserves the right to charge a fee for Evaluation Services, though no fees shall apply to an Evaluation Service without Customer's express prior consent; (g) Khan Academy does not commit to maintaining any Betas and may change or remove Betas at any time; (h) Khan Academy is not obligated to provide support for Evaluation Services; and (i) Khan Academy is not responsible for Customer's reliance on Evaluation Services. Customer may stop use of Betas at any time. All information related to Evaluation Services constitutes Khan Academy's confidential information. NOTWITHSTANDING ANYTHING TO THE CONTRARY, KHAN ACADEMY IS PROVIDING EVALUATION SERVICES "AS-IS" AND DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO EVALUATION SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. NOTWITHSTANDING ANYTHING TO THE CONTRARY, KHAN ACADEMY SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO ANY SERVICES PROVIDED FREE OF CHARGE OR AT NO COST TO CUSTOMER; PROVIDED, HOWEVER, THAT TO THE EXTENT SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, KHAN ACADEMY'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER WITH RESPECT TO SUCH SERVICES SHALL NOT EXCEED ONE HUNDRED DOLLARS.

Customer and Customer's registered and authorized School Personnel and Students (referred to as "**Authorized Users**") may, in connection with an Evaluation Service, participate in Authorized User testing activities led by members of Khan Academy's product design team, including but not limited to, by collecting Customer or Authorized User feedback (through surveys, interviews, or classroom visits), or for Customer or Authorized User evaluation ("**Authorized User Experience Feedback**"). We encourage and welcome Authorized User Experience Feedback on any Evaluation Service, subject to the terms set forth under the "Feedback" section of the Website Terms of Service located at https://www.khanacademy.org/about/tos ("**Website TOS**").

2.7 API Dependencies and Limitations. Customer acknowledges that certain Khan Academy features and services, including certain AI-Enabled Features (as defined below) and Learning Paths (collectively, "**Dependent Features**"), rely on the continued availability and functionality of independently operated third-party services, platforms, and application programming interfaces (collectively, "**Third-Party APIs**"). Notwithstanding Section 15.4 (Force Majeure), if Khan Academy's access to any Third-Party API is suspended, terminated, modified, or otherwise unavailable, or if Khan Academy is unable to provide any Dependent Feature due to (a) unavailability or degradation of any required

Third-Party API, (b) any law, regulation, administrative order, or governmental action, or (c) any other cause beyond Khan Academy's reasonable control, Khan Academy may modify, suspend, or terminate access to the affected Dependent Feature for such period as is reasonably necessary to address the underlying cause. Khan Academy shall have no obligation to provide substitute services or functionality in connection with such suspension or discontinuation.

Customer expressly acknowledges and agrees that temporary or partial unavailability, limitation, or modification of any Dependent Feature shall not constitute a breach of this Agreement and shall not affect Customer's payment obligations. Khan Academy makes no representations, warranties, or guarantees regarding the continued availability, functionality, or performance of any Dependent Feature or Third-Party API. Khan Academy shall not be liable for any failure or delay in the performance of Dependent Features arising from any of the foregoing causes, and may, without liability, permanently discontinue any Dependent Feature if access to the relevant Third-Party API cannot be restored.

If the affected Dependent Feature constitutes a standalone, separately priced add-on offering to the District Service licensed under the Applicable Order, and Khan Academy is unable to restore access to the affected Dependent Feature within thirty (30) days, Customer may provide written notice of termination for the applicable Dependent Feature. Customer's sole and exclusive remedy with respect to any such termination exercised under this Section 2.7 (API Dependencies and Limitations) shall be a pro-rata refund of any prepaid fees corresponding to the unused portion of the terminated Dependent Feature from the effective date of termination.

3. District Admin Accounts.

3.1 Admin Accounts. In order to access the administrator report features of the District Service, Customer must register for one or more accounts for use by School Personnel who will administer Customer's use of the District Service ("**Admin Accounts**"). Admin Accounts are provided for the sole purpose of oversight, administration, account management and access to District Service administrator features. Any use of an Admin Account for other purposes is not authorized. Admin Accounts are unique to the District Service; if Customer's subscription to the District Service expires or is otherwise terminated, the Admin Accounts are automatically removed.

3.2 Administrator Reports. Admin Accounts provide access to district-level and school-level data insights via administrator reports. Usage and performance data will provide views such as student account activation and usage as well as skills progress on Khan Academy. Admin Accounts assigned to principals and other school-site administrators will provide access to data for students and teachers in the relevant school, and Admin Accounts provided to district-wide administrators will provide access to Khan Academy data for all rostered students, teachers, and schools in the relevant district.

3.3 Account Access. Each authorized administrator will register for a separate account. Customer is solely responsible for maintaining the confidentiality of each Admin Account and access credentials for use of the accounts, and Customer accepts responsibility for all activities that occur under such accounts and access credentials. If you have reason to believe that any Admin Account or School Account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of the account ID, password or other access credential), then you will promptly notify your designated Khan Academy account representative. You may be liable for the losses incurred by Khan Academy or others due to any unauthorized use of Admin Accounts and/or School Accounts.

3.4 Limitations on Use. The Platform is provided

to you and your Authorized Users solely for educational purposes as part of the instructional program for schools in your LEA. You and your Authorized Users must use the Platform in compliance with all applicable laws, rules, regulations, and Platform policies. You and your Authorized Users will not reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the Platform, or access to the Platform.

4. User Accounts.

4.1 User Account Terms. User accounts are provided free of charge to students and School Personnel. User accounts and use of the Website's standard features are governed exclusively by the Website TOS and Privacy Policy.

4.2 Use of Student Data; Customer Responsibility for Parental Consents and Notices.

(a) Customer shall comply with, and provide any notices and obtain any consent required under, the Family Educational Rights and Privacy Act and the U.S. Department of Education's implementing regulations at 34 CFR Part 99, as amended (collectively, "**FERPA**"); the Children's Online Privacy Protection Act of 1998, as amended ("**COPPA**"); and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about users in your LEA (collectively, "**Applicable Privacy Law**"), including (i) providing disclosures to students registered and authorized to use Khan Academy for class use ("**Students**") and their parents or legal guardians ("**Parents**") regarding Student use of the Platform, our Website TOS, these TOS, and our Privacy Policy and (ii) obtaining any consents required from Parents, to the extent required under COPPA, FERPA, or other Applicable Privacy Law.

(b) Customer will remain responsible for complying with all Parental notice requirements and Parental requests regarding collection, use and disclosure of Student personal information, except as provided in Section 4.7 (Access Requests). To the extent Students use Linked Accounts (referred to in Section 4.5 (Personal Accounts)), Customer will obtain any consent required for such Linked Accounts for class use.

4.3 School Accounts.

(a) Account Set-up and Rostering. Each student, teacher, school leader, aide, or other similar personnel requiring access to the Platform for class use will be registered with a Khan Academy account associated with your LEA in accordance with all rostering instructions provided in accordance with the Applicable Order. Khan Academy will facilitate the creation of individual accounts and assign Students to initially designated classes at Customer's direction and in accordance with Customer's instructions. Customer is solely responsible for providing Khan Academy with access to complete and accurate information required to facilitate account set-up and fulfill rostering requirements, and for maintaining the accuracy of such data. Such information will include information necessary to separately identify accounts to be held by Students under age 13 and age 13 or above (either, "**Student Accounts**"), and by School Personnel ("**School Personnel Accounts**" and, together with Student Accounts, "**School Accounts**"). Khan Academy will attempt to identify and include in the LEA roster any pre-existing School Accounts that match the rostering data provided by Customer, rather than creating new accounts for those Students and School Personnel. Customer understands and agrees that Students and School Personnel are bound to the Website TOS and these TOS.

(b) Updates. Rosters will be updated regularly based on updated information provided by Customer. Upon termination of School Personnel employment with your LEA, such School

Personnel must return and cease using all login credentials they have in their possession. If at any time Customer learns that a Student or School Personnel claims to be affiliated with your LEA who is not, in fact, affiliated with your LEA, or that a Parent has refused or rescinded any Parental consent required for Student use of the Platform, or otherwise becomes aware of any errors in roster information, Customer will notify Khan Academy and will take prompt action to correct the roster data.

(c) Use of a Rostering Service. Support for rostering and School Account set-up will be provided through a Rostering Service, subject to any limitations in the Applicable Order. Customer acknowledges that use of the District Service is contingent upon Customer rostering through the Rostering Service. Customer's use of the Rostering Service is subject to the terms and conditions of the agreement between Customer and the Rostering Service, and Khan Academy assumes no liability for claims or damages resulting from Customer's use of the Rostering Service. Khan Academy will be acting upon Customer's instructions to roster Students using the data provided to Khan Academy via the Rostering Service. Customer may not change the Rostering Service during the subscription term.

4.4 Integrated Service. Khan Academy may enable you to interact with the Platform through, or otherwise associate the Customer's accounts with, certain Third-Party APIs and third-party services, including third-party rostering, authentication or single sign-on services, such as Google Accounts, ClassLink or Clever, or other sites providing supplemental educational materials, programs or services (each of these, an "**Integrated Service**"). By using (or otherwise granting access to or approving use of) an Integrated Service with the Platform, Customer agrees that Khan Academy may access, store and use data obtained through the Integrated Service consistent with our Privacy Policy, and may disclose data to the Integrated Service if you use the Integrated Service to receive data from the Platform. Customer's use of any Integrated Services will be governed by the terms and conditions of the providers of the Integrated Service. Khan Academy does not endorse any Integrated Service, and Customer and associated account holders are solely responsible for interactions with any Integrated Service that occur as a result of accessing the Platform through any Integrated Service. Khan Academy does not control the practices of any Integrated Service, and you are advised to read the privacy policy and terms and conditions of any Integrated Service that you use to understand their practices. ACCESS AND USE OF INTEGRATED SERVICES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH THOSE SERVICES, IS SOLELY AT YOUR OWN RISK.

4.5 Personal Accounts.

(a) Linked Accounts. Students and School Personnel may have personal accounts (i.e., accounts associated with an email address other than the applicable LEA account or school email address) in addition to School Accounts. Khan Academy may (but is not required to) permit a user to associate a personal account with their School Account, by using the login credentials associated with a personal account to join a class or use the account for school-directed learning. If a user chooses to associate a personal account with their School Account, the two accounts will be deemed "**Linked**" accounts, and the user's learning activity (information regarding use of the Platform generated by the user through use of the Platform), whether generated during or outside of the school use, may be viewed by any person with access to either account. "Linked" accounts are not separately functioning accounts; they permit access to a singular Khan Academy account using more than one account interface or set of access credentials. Linked accounts may benefit Students: (i) who want to use the Website for

both personal and school purposes; (ii) by allowing School Personnel to have a deeper understanding of Student progress; and (iii) by allowing users to keep track of all their Khan Academy learning activity on an aggregate basis. The user's election to enable Linked accounts must be made, if at all, in connection with the initial account registration and rostering process for a given school year.

(b) Khan Academy Activity in Linked Accounts. Upon any termination of the School Account by authorized School Personnel, the Student's or School Personnel's learning activity (including any learning activity from school use) will be retained in any Linked personal account.

(c) User-Generated Content. Prior to termination of School Accounts, Khan Academy may invite Students, or Parents of Students, or School Personnel, to establish and maintain a personal account for purposes of retaining any content generated or provided and owned by Students or School Personnel under the Website TOS (including such Student's or School Personnel's learning activity). Any such personal accounts will be established under Khan Academy's standard account opening process, including Parent consent for users under the age of legal majority (or as otherwise required by State and federal student data privacy regulations).

4.6 Student Records. While using the District Service, Customer may provide Khan Academy with access to certain Student Records. "**Student Records**" are information relating to a Student which is personally identifiable, or which is linked to personally identifiable information in a manner that would allow a reasonable person to identify the Student with reasonable certainty, and is (i) provided to Khan Academy by the Customer, Students or Parents of Students, or (ii) collected by Khan Academy from Customer, Students or Parents of Students, in each case, during the provision of the District Service to Customer pursuant to the Agreement. Student Records may include "education records" as that term is defined under FERPA. Customer represents and warrants that it is authorized to provide such data to Khan Academy. Khan Academy confirms that Student Records will be maintained and used in accordance with Khan Academy's Privacy Policy and any separate data privacy addendum or similar agreement entered into by and between Customer and Khan Academy.

4.7 Access Requests. Khan Academy shall cooperate with and assist Customer in responding to requests made by a Parent or eligible Student for the review of personally identifiable information contained in the related Student Records and to correct erroneous information, consistent with the functionality of the District Service. If a Parent of a Student or eligible Student contacts Khan Academy to review Student Records (other than information that may be accessed in a Parent account that is associated with that Student), Khan Academy may refer the Parent or eligible Student to the LEA, who will follow the necessary and proper procedures regarding the requested information. Khan Academy may provide direct assistance to the Parent with respect to information that may be accessed in the Parent account.

5. Programmatic Support Services. The District Service includes technology-enabled online services and additional support services. We refer to additional support services provided by Khan Academy personnel described in Sections 5.1 and 5.2 below as "**Programmatic Support Services**".

5.1 Professional Learning. Training will be provided via an asynchronous, on-demand course available on the Website. Unless otherwise agreed in writing between the Parties, any additional training and consultations will be identified in the Applicable Order and will be provided remotely, via webinar, conference call, or similar

online/remote format. To the extent that in-person training is offered, Khan Academy reserves the right to postpone or substitute with online/remote sessions as may be necessary or prudent for health and safety reasons.

5.2 Relationship Manager. Relationship management is provided via email support and up to one scheduled meeting per month. The role of the relationship manager is to assist with implementation strategy and to act as a liaison to address Customer needs. Requests for technical support will be referred to the customer support team for resolution. Assistance with individual technical support requests will be provided by the customer support team via Khan Academy's online help center. To help provide smooth implementation, the relationship manager will offer the opportunity for a meeting approximately one month after the launch of the District Service. Notwithstanding anything to the contrary, if the Customer is a school (and not a school district), this Section does not apply.

5.3 Technical Support. Technical support for School Personnel is provided by the Khan Academy customer support team via our online help center. School Personnel with support needs will be required to submit them via an online help center portal. All School Personnel will be tagged based on their district-provided email domain to receive top-tier priority technical support then available within the Khan Academy help center (this support tier is available to Khan Academy Districts customers but is not exclusive to any one district).

6. Course Content; Proprietary Materials.

6.1 Course Content. Customer will select one or more primary subject areas for implementation and Programmatic Support Services, which will be specified in the Applicable Order. In addition, Customer will have access to other available Website content. The partnership manager can assist in providing guidance on how to align Website content for the primary subject area(s) to the scope and sequence of the Customer's specific curriculum. Programmatic Support Services do not include custom alignment or creation of custom content. Requests for custom course curation or new content will be handled by the relationship manager and resolved in Khan Academy's sole discretion; additional fees may apply.

6.2 Proprietary Materials; Licenses. The Platform is owned and operated by Khan Academy. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, training materials, professional learning resources, and all other elements of the Platform (the "**Services Materials**") are protected by United States and international laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any content provided and owned by users under the Website TOS, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the Platform are owned by or licensed to Khan Academy, and Khan Academy reserves all rights therein and thereto not expressly granted to users under the Website TOS. For clarity, both Parties acknowledge that the Platform does not include development of any materials specifically for Customer. Khan Academy's District Service is a commercial, off-the-shelf offering and no development of work product for Customer or Authorized Users is contemplated in the provision of such District Service to Customer. In no instance shall the District Service be deemed a "Work Made for Hire" or otherwise performed under a "funding agreement". The District Service to be provided does not relate to real property, use of mechanics or laborers, or the provision of physical goods. Notwithstanding anything to the contrary, the Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to the

Agreement. The United Nations Convention for the International Sale of Goods also does not apply to the Agreement.

6.3 Permitted Use; Prohibited Conduct. Subject to the Agreement, the Website TOS (which governs user accounts and use of the Website's standard features), and our receipt of payment of all applicable fees for the District Service, School Personnel may access and use the District Service during the subscription term, solely through their School Accounts, and solely for Customer's educational purposes, as an aid to classroom instruction and to guide learners in mastery learning. You shall not (nor shall you permit any of your Students or School Personnel to) use the educational videos, exercises, and related supplementary materials that are owned by Khan Academy or its third-party licensors (the "**Licensed Educational Content**") made available on the Website, or any educational, user-readable source code in connection with the "Computer Science" modules or exercises available on the Website (the "**Licensed Educational Code**"), except as permitted under the Website TOS. You shall not (nor shall you permit any of your Students or School Personnel to) engage in any conduct using the Platform that is "Prohibited Conduct" under the Website TOS or otherwise prohibited under the Agreement.

7. AI-Enabled Features.

7.1 Description. Khan Academy offers certain artificial intelligence-enabled features, technologies and services which may be at an early stage of development, and which are subject to continued development ("**AI-Enabled Features**"). For clarity, the enhanced features offered as Khanmigo for Districts and Khanmigo Teacher Tools are AI-Enabled Features and elements of the District Service, and all terms and conditions that apply to AI-Enabled Features and the District Service apply to Khanmigo for Districts and Khanmigo Teacher Tools.

7.2 AI-Enabled Feature Feedback. In addition to the Authorized User Experience Feedback that Customer and its Authorized Users may provide pursuant to Section 2.6 (Evaluation Services; Authorized User Experience Feedback), we encourage and welcome your feedback on any AI-Enabled Feature. As part of AI-Enabled Features, Customer, and Customer's Authorized Users, may identify errors or bugs, provide feedback on the user experience, and provide other ideas, suggestions, guidance or other information related to the applicable AI-Enabled Feature (collectively, deemed "**AI-Enabled Feature Feedback**"). Khan Academy may solicit AI-Enabled Feature Feedback from you, and from any specific Authorized Users identified by Customer for participation in any feedback program, via surveys, interviews, observations, or other interactions. You and your Authorized Users may also provide AI-Enabled Feature Feedback to us by labeling Output (as defined below) with a thumbs up or thumbs down, or otherwise directly offering AI-Enabled Feature Feedback in the AI-Enabled Feature itself or otherwise. By submitting suggestions or other AI-Enabled Feature Feedback, you agree that we (or our licensees) can (but do not have to) use, share, and otherwise exploit such AI-Enabled Feature Feedback for any purpose without compensation or further notice to you and you grant us a royalty-free, worldwide, transferable, assignable, fully paid up, sublicenseable, irrevocable, perpetual license to use and incorporate any AI-Enabled Feature Feedback into Khan Academy Offerings (as defined below) or to develop new features and services.

7.3 AI-Enabled Feature Permitted Use; AI-Enabled Feature Prohibited Conduct. In addition to compliance with Section 3.4 (Limitations on Use) and Section 6.3 (Permitted Use; Prohibited Conduct), you and your Authorized Users shall not engage in the following, which constitute Prohibited Conduct under these TOS:

- Use of any AI-Enabled Feature to generate the following types of content: (i) hate speech or hateful content; (ii) defamatory or discriminatory content, including references about religion, race, sexual orientation, gender, nationality, or ethnic origin; (iii) content that is unlawful, vulgar, obscene, defamatory, sexually explicit, fraudulent, harassing, invasive of another's privacy, or otherwise objectionable, or that promotes any of the foregoing content or related activities; (iv) promotion or glorification of violence, or promotion or depiction of self-harm or harm to individuals, organizations or society; (v) misleading political speech or electoral or political campaign materials; (vi) false or misleading content; misinformation; (vii) malware or other software intended to cause harm; or (viii) or any content that would infringe upon the intellectual property rights of others.
- Use of any AI-Enabled Feature to commit any act of academic dishonesty, or to mislead any person that Output (as defined below) generated through use of AI features included in AI-Enabled Features is human-generated.
- Use of any AI-Enabled Feature as the sole or predominant mechanism for assessment or evaluation purposes or to otherwise make consequential decisions about a student or School Personnel.
- Participation in any prompt injection attack, AI model jailbreak or other attempt to interfere with the intended functionality of any AI-Enabled Feature.

Khan Academy reserves the right, but does not have any obligation, in its sole discretion, to determine whether any AI Content (as defined below) violates our Prohibited Conduct terms, and can refuse, remove, or edit such AI Content, and may remove access to any AI-Enabled Feature at any time for non-compliance with these terms.

7.4 Privacy Guidance. AI-Enabled Features enable users to interact with a "large language model" ("LLM"), an AI tool developed and maintained by one or more third-party LLM developers. While AI-Enabled Features place some constraints on use of the underlying model, such constraints are still, and will continue to be, in development and cannot be relied upon to screen user queries or filter responses that are returned to users. The AI-Enabled Features are not intended to be used to process proprietary or personally identifiable information. YOU ARE ADVISED NOT TO (AND YOU MUST INSTRUCT YOUR AUTHORIZED USERS NOT TO) INCLUDE ANY PROPRIETARY OR PERSONALLY IDENTIFIABLE INFORMATION IN INPUTS SUBMITTED TO ANY AI-ENABLED FEATURE.

7.5 Guidelines on Use of AI-Enabled Features.

(a) User-Generated Content. You (and your Authorized Users) may provide input (including summary, text, instructions, or other content you make available) to any AI-Enabled Feature ("**Input**"), and receive output generated and/or provided by an AI-Enabled Feature based on the Input ("**Output**"). Input and Output are collectively "**AI Content**". AI Content is subject to the terms applicable to User Content set forth under the "User Content License Grant" section of the Website TOS. For clarity, AI Content constitutes User Content. You acknowledge that due to the nature of machine learning and the technology powering AI-Enabled Features, Output may not be unique, and an AI-Enabled Feature may generate the same or similar output for you or your Authorized Users as it provides to other users. For clarity, outputs for other users are not considered your (or your Authorized Users') User Content. You also acknowledge and agree that any Outputs may not be protectable under copyright or other intellectual property, proprietary, or other law. We make no warranties or representations, express or implied, that Outputs are protectable under any law. Without limiting the terms of the Website TOS, you are solely responsible for the AI Content that you and your Authorized Users create, including for ensuring

that you or they have rights to submit the Input and that use of Input does not infringe upon the intellectual property rights of others or violate any applicable law or the Agreement. Without limiting our rights otherwise set forth in these TOS, by using the AI-Enabled Features, you hereby grant us a worldwide, non-exclusive, irrevocable, transferable, assignable, royalty-free, fully paid-up, sublicensable (through multiple-tiers) license to access, use, modify, display, publicly perform, distribute, copy, create derivatives from (including derivative works of) and process any and all Inputs and Outputs (including any intellectual property contained therein or embodied thereby) to provide our services to you and your Authorized Users and to develop and improve the AI-Enabled Features for all users.

(b) Incorporated Guidelines; Responsible Use. Use of AI-Enabled Features is subject to these TOS and any additional posted Guidelines we provide. It is your obligation to educate School Personnel and Students, as may be applicable, on responsible use of AI in general, on responsible use of the applicable AI-Enabled Feature specifically (i.e., Khanmigo Teacher Tools and Khanmigo for Districts), and regarding your other school policies regarding use of artificial intelligence. We strongly encourage you to require Authorized Users to review any Guidelines, including those provided pursuant to this Section 7.5 (Guidelines on Use of AI-Enabled Features), prior to accessing any AI-Enabled Feature. For instance, Authorized Users should be aware that AI-Enabled Features may make mistakes and the Authorized User needs to fact check the Output. The Authorized User is responsible for conducting human review of Outputs and double-checking Outputs with reputable sources to confirm that such Outputs are accurate, lawful and otherwise appropriate and permissible under the Agreement and that they have adequate rights to use such Outputs before relying on them.

(c) Personal Use and Sharing. AI-Enabled Features are intended for personal use and not to generate content for publication. Authorized Users may choose to share AI Content they generate for any legal, personal, non-commercial purpose, under the following conditions: (i) the role of AI in formulating the content is clearly and prominently disclosed; (ii) the content is attributed to the Authorized User by name, or your organization; (iii) topics of the content do not violate our terms on Prohibited Conduct; and (iv) the Authorized User directly reviews the AI Content to ensure compliance with the Agreement. We kindly ask that you and your Authorized Users refrain from sharing Outputs that may offend others.

(d) School Personnel Use. School Personnel should apply their judgment and discretion in use of all AI-Enabled Features and their activities (including but not limited to essay features, if applicable) and should not rely solely (nor predominantly) on a feature for assessment or evaluation purposes or to otherwise make decisions about a student or School Personnel. AI-Enabled Features are tools intended to assist School Personnel and are not a replacement for the unique role of humans.

7.6 "As-Is" Terms for AI-Enabled Features.

(a) "As-Is" Terms; No Guarantees; No Representations or Warranties. THE LIMITED WARRANTY PROVIDED FOR THE DISTRICT SERVICE DOES NOT APPLY TO ANY AI-ENABLED FEATURE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, KHAN ACADEMY IS PROVIDING THE AI-ENABLED FEATURES "AS-IS", AND KHAN ACADEMY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING (I) ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND

OR, (II) ANY WARRANTIES RELATING TO THE FUNCTIONALITY, RELIABILITY, ACCURACY OR CORRECTNESS OF ANY AI-ENABLED FEATURES. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 7.6(A) AND ANY OTHER TERMS OF THE AGREEMENT, THIS SECTION 7.6(A) WILL SUPERSEDE SUCH TERMS WITH RESPECT TO ANY AI-ENABLED FEATURE. YOU UNDERSTAND THAT KHAN ACADEMY IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY AI-ENABLED FEATURE. YOU ACKNOWLEDGE AND AGREE THAT ANY AI-ENABLED FEATURE MAY FUNCTION FOR A LIMITED PERIOD OF TIME, MAY HAVE LIMITED FEATURES, MAY MAKE ERRORS (INCLUDING, WITHOUT LIMITATION, MATH ERRORS (IF APPLICABLE)), MAY REFLECT BIASED, INCOMPLETE OR INCORRECT INFORMATION, MAY PROVIDE OBJECTIONABLE OR OFFENSIVE RESPONSES, MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED, AND MAY HAVE OTHER LIMITATIONS. YOU SHOULD NOT RELY ON THE FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY CHECKING THEIR FACTUAL ACCURACY. OUTPUT MAY APPEAR ACCURATE DUE TO ITS DETAIL OR SPECIFICITY BUT MAY STILL CONTAIN MATERIAL INACCURACIES.

(b) AI-Enabled Features Subject to Change. The AI-Enabled Features include new technologies and features that are at an early stage of development (often referred to as alphas, betas, previews, or prototypes), some of which are still being, and will continue to be, developed and tested, are known to make errors and to provide incorrect information at times, and may have other bugs. Any AI-Enabled Feature may not become fully developed or generally available. Furthermore, the laws and regulations governing artificial intelligence and related technology are uncertain and evolving, and the ability to use the AI-Enabled Features and/or Outputs may be adversely impacted in the future. Khan Academy may change, add, or remove specific tools, features, elements or portions thereof at any time without any liability to you, and we do not commit to maintaining any AI-Enabled Feature, including any specific tools, features, elements or portions thereof.

8. Confidentiality. Except to the extent required to be disclosed under an applicable public records or open records statute, your Applicable Order, any quotes or proposals relating to your account, and any product, security or compliance documentation provided to you, include information that is proprietary and confidential to Khan Academy. You shall keep such terms, quotes, proposals or documentation confidential, and agree not to disclose such terms, quotes, proposals or documentation to any third party, to the fullest extent permitted by law. In the event Customer receives a public records or open records request, Customer shall promptly notify Khan Academy and provide the opportunity to redact the requested information as permitted under statute.

9. Indemnification.

9.1 Indemnity. INTENTIONALLY OMITTED.

9.2 Indemnification Process. All indemnification obligations under the Agreement are dependent upon the indemnified Party providing the indemnifying Party with: (a) prompt notice of an indemnifiable claim; (b) exclusive control over the defense and settlement of the indemnifiable claim (provided that a claim will not be settled without the prior written consent of the indemnified Party, which consent will not be unreasonably withheld, conditioned or delayed); and (c) reasonable cooperation in the defense and settlement of such indemnifiable claim (collectively, "**Indemnification Process**").

10. Warranty Disclaimers.

10.1 Warranty Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 11 (LIMITED WARRANTY), THE

PLATFORM, AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, THIRD-PARTY APIS, USER CONTENT, AND ALL DATA AND INFORMATION MADE AVAILABLE IN CONJUNCTION WITH THE PLATFORM (COLLECTIVELY, THE "**KHAN ACADEMY OFFERINGS**"), ARE PROVIDED ON AN "AS-IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. THE KHAN ACADEMY PARTIES DO NOT WARRANT THAT THE KHAN ACADEMY OFFERINGS WILL MEET OR BE CORRECTED TO MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE TO YOUR LIKING, BE TIMELY, SECURE, ACCURATE, OR BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE KHAN ACADEMY PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS REGARDING THE KHAN ACADEMY OFFERINGS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO CERTAIN EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF DATA, CONTENT, AND MATERIALS, IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

11. Limited Warranty. Subject to Section 2.7 (API Dependencies and Limitations) and Section 7.6 ("As-Is" Terms for AI-Enabled Features), Khan Academy warrants, during the Term, that the District Service delivered by Khan Academy, when used in accordance with the terms of the Agreement, will substantially perform in accordance with the District Service Documentation made available to Customer by Khan Academy. "**Documentation**" means the description of services set forth in the Agreement, including technical specifications, but excludes any marketing materials or brochures. If the District Service is not provided as indicated in the Documentation, and Customer has provided written notice of the non-conformity to Khan Academy within 30 days of discovery of such non-conformity, then Customer's sole and exclusive remedy is that Khan Academy shall at its option (i) rectify the non-conformity; (ii) replace the applicable product or service with a system of substantially the same functionality that conforms to the Documentation; or (iii) terminate the Agreement with respect to the non-conforming District Service and provide Customer a prorated refund representing the unused portion of any fees prepaid by Customer specifically for the non-conforming portion of the terminated District Service measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the District Service resulting from (a) use of the Platform in a manner not in accordance with the Documentation, these TOS or the Website TOS; (b) faults or liabilities disclaimed pursuant to these TOS or the Website TOS; (c) improper or inadequate maintenance of Customer's own computers or other internet accessible devices including tablets, computer networks, operating environment, security programs, and internet connections; (d) abuse of the Platform; or (e) delays, failures or problems inherent in use of the internet and electronic communications or other systems outside Khan Academy's control.

12. Limitation of Liability and Damages.

12.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER

NO CIRCUMSTANCES WILL THE KHAN ACADEMY PARTIES OR CUSTOMER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TOS, THE WEBSITE TOS, YOUR USE OF (OR INABILITY TO USE) THE KHAN ACADEMY OFFERINGS OR ANY OTHER INTERACTIONS WITH KHAN ACADEMY OR WITH THIRD PARTIES THROUGH OR IN CONNECTION WITH THE KHAN ACADEMY OFFERINGS, INCLUDING OTHER USERS, EVEN IF A KHAN ACADEMY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW IN YOUR JURISDICTION MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THE KHAN ACADEMY PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12.2 Limitation of Damages. IN NO EVENT WILL EITHER PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT, THE WEBSITE TOS, YOUR USE OF ANY KHAN ACADEMY OFFERING, OR YOUR INTERACTION WITH OTHER PLATFORM USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE ACTUAL AMOUNT PAID BY YOU, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST CLAIM.

13. Modification of Terms.

13.1 Terms Subject to Change. Except as provided in Section 13.2 (Material Changes) below, Khan Academy reserves the right, at our discretion, to update, change, modify, add, or remove any portion of these TOS at any time. For any material changes to these TOS, Khan Academy will provide notice to you of such amended terms, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) 30 days after Khan Academy makes a reasonable attempt to provide you such notice, including by posting amended terms on the Platform. Notwithstanding the foregoing, changes addressing new functions for a service, or changes made for legal compliance reasons will be effective immediately.

13.2 Material Changes. Khan Academy will not make any material change to these TOS or change how personal information contained in Student Records is used or shared under these TOS during the term of the Agreement, without notice to you. If a change with respect to how personal information contained in Student Records is used or shared under these TOS has a material adverse impact on Student users or Customer, and Customer does not agree to the change, Customer must notify Khan Academy within 30 days of receiving the notice of change as described under Section 15.1 (Notices) below. If Customer notifies Khan Academy as required, then the Customer will remain governed by the TOS in effect immediately prior to the change until the end of the then current term of the Agreement. If the District Service is renewed, it will be renewed under Khan Academy's then current TOS. Disputes arising under these TOS ("**Dispute**") will be resolved in accordance with the version of these TOS which is effective against Customer at the time the Dispute arose.

14. Termination.

14.1 Data Access. Admin Account access will be terminated at the end of the subscription Term, unless the Customer account has been renewed. Upon termination, Khan Academy may delete Admin Accounts and associated district-level administrator reports in accordance with the

Agreement and the Privacy Policy. It is Customer's sole responsibility to request renewal of the Agreement to maintain continued access to Customer's account and its associated data. Unless Customer otherwise directs Khan Academy in writing, termination of the District Service will not automatically result in deletion of School Accounts or Student Records in such account.

14.2 Termination by Customer. Customer's only remedy with respect to any dissatisfaction with (i) the Platform, (ii) any term of these TOS or the Website TOS, (iii) the District Service, (iv) any policy or practice of Khan Academy in operating the Platform, or (v) any content or information transmitted through the Platform, is to terminate these TOS and the Website TOS along with your School Accounts and Admin Accounts. You may terminate the Agreement at any time by providing written notice to your designated account representative, with any outstanding fees due upon the termination. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the then-current term.

14.3 No Refunds. Customer understands and agrees that, except in the case of (i) cessation of Website services, (ii) a termination at the option of Khan Academy pursuant to Section 11 (Limited Warranty), or (iii) to the extent required by applicable law, fees will not be refunded in the event of Customer's early cancellation or notice of cancellation of the Agreement. In the event of an early cancellation due to any of (i) through (iii) of this Section 14.3, Customer is responsible for (a) all amounts due and payable for all services provided to Customer before the date of early cancellation (with a pro-rata refund representing the unused portion of any fees prepaid by Customer specifically for the portion of the District Service that was to be provided after the date of early cancellation) or (b) if less than the amounts referenced in Section 14.3(a), the maximum amount permitted by applicable law. The Parties agree that Khan Academy's efforts in connection with account set-up, rostering and implementation are front-loaded and for that reason, proration of fees in the event of early cancellation is not necessary or appropriate. Any unused relationship management support and professional learning sessions expire on June 30th of each school year.

14.4 Termination by Khan Academy. Khan Academy reserves the right to terminate the Agreement at any time if Customer does not comply with the Agreement, including in the case of non-payment. Khan Academy may suspend or terminate any School Account or Admin Account (or any part thereof) in accordance with the Agreement or the Website TOS and reserves the right at any time and from time to time to modify or temporarily discontinue the Platform (or any part thereof) with or without notice. These remedies are in addition to any other remedies Khan Academy may have at law or in equity.

15. Miscellaneous.

15.1 Notices. Any notice required under the Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either Party as designated in the Agreement, (iv) delivered by email to the email address specified herein or in the Applicable Order, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section 15.1.

Notices to Khan Academy:
Khan Academy, Inc.
P.O. Box 1630
Mountain View, CA 94042
Email: notices@khanacademy.org for the purposes of Khan Academy. If a physical notice is sent, an electronic copy shall be provided to such email address.

Notices to Customer will be sent to the email address and/or mailing address set forth in the Applicable Order or Agreement, or if left blank, the address on file with Khan Academy.

15.2 Independent Contractor. No agency, partnership, joint venture, or employment is created because of the Agreement and neither Party has any authority of any kind to bind the other in any respect whatsoever.

15.3 Waiver. The failure of Khan Academy to exercise or enforce any right or provision of these TOS or the Website TOS will not constitute a waiver of such right or provision. Any waiver of any provision of these TOS or the Website TOS will be effective only if in writing and signed by Khan Academy.

15.4 Force Majeure. Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under the Agreement (except for a failure to pay fees) that is due to events beyond its reasonable control, such as, explosions, wars, sabotage, acts of terrorism, riots, acts of God, epidemics, pandemics, riots, civil commotions, acts of government authorities, changes in laws or regulations, strikes or other labor disputes, failure or diminishment or power or telecommunications or data networks or services, acts or omissions of internet traffic carriers, or natural disasters (such as fires, hurricanes, severe storms, earthquakes, floods).

15.5 Governing Law and Venue. The Parties intend that the Agreement be construed and controlled by the laws of the State of Florida, without giving effect to principles of conflict of laws. Any litigation arising out of the Agreement must be conducted in courts located in Suwannee County, Florida. Customer consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, Khan Academy shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.

15.6 Dispute Resolution. In the event of a Dispute, you or Khan Academy must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "**Notice of Dispute**"). Any Notice of Dispute must be sent as provided in Section 15.1 (Notices). You and Khan Academy will attempt in good faith to resolve any Dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Khan Academy may commence legal proceedings. Notwithstanding the foregoing, this Section 15.6 will not prevent either Party from seeking urgent interlocutory relief at any time.

15.7 Severability. If any provision of these TOS or the Website TOS is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these TOS or the Website TOS to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

15.8 Publicity. Customer consents to Khan Academy's use of (and references to) Customer's name in Khan Academy's customer lists and marketing materials during the Term of the Agreement.

15.9 Headings and Interpretation. The headings contained in the Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of the Agreement.

15.10 No Primary Drafter. The Parties acknowledge and agree that they have mutually negotiated the terms and conditions of the Agreement and that any provision contained herein with respect to which an issue of interpretation or construction arises shall not be construed to the detriment of the drafter on the

basis that such Party or its professional advisor was the drafter, but shall be construed according to the intent of the Parties as evidenced by the entire Agreement.

15.11 Assignment. Customer may not assign the Agreement to any third party without Khan Academy's prior written consent, which consent shall not be unreasonably withheld. The Agreement binds and inures to the benefit of each Party and its respective successors and approved assigns, if any.

15.12 No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party.

15.13 Representation of Signatories. Each person signing the Agreement and any Applicable Order or other contract for services associated herewith or governed hereby represents and warrants that such person is duly authorized and has legal capacity to execute and deliver such agreement for its respective Party.

15.14 Counterparts. The Parties may execute the Agreement, or amendments, modifications, alterations or changes (collectively, "**Amendments**") to the Agreement, in counterparts, each of which is or shall be an original, and the counterparts constitute one and the same Agreement, or shall constitute one and the same Amendment to the Agreement. The Parties may also deliver and accept facsimile, electronically scanned or electronic signatures, which bind a Party as if the signature were an original.

15.15 Entire Agreement. The Agreement entered into by and between Customer and Khan Academy contains the entire understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of the Agreement. Any terms or conditions contained in or referenced by any purchase order, invoice, vendor registration form, online portal, "click-to-accept" agreement, or other documentation or process issued by Customer (collectively, "**Ancillary Terms**") shall be of no force or effect, even if such Ancillary Terms are accepted, acknowledged, or otherwise executed through electronic means (including by clicking "accept," "agree," or similar). Execution of, or participation in, any purchasing, vendor onboarding, or registration process shall not be construed as, or otherwise constitute, acceptance of any Ancillary Terms. In the event of any conflict, inconsistency, or ambiguity, the documents shall control in the following order of precedence: (1) any Amendments, (2) the Applicable Order, (3) any additional addenda attached hereto, (4) these TOS, (5) the Website TOS, and (6) the Guidelines. The terms of the Agreement apply to all subscriptions. This Agreement and any Amendments to this Agreement will only be effective if executed in writing by both Parties. Any unilateral modification by Customer to this Agreement or any Amendment after execution by Khan Academy shall be null and void.

15.16 Survival. Upon termination of these TOS, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 2.2 (Payment), 3.4 (Limitations on Use), 4.5 (Personal Accounts), 4.6 (Student Records), 6 (Course Content; Proprietary Materials), 8 (Confidentiality), 9 (Indemnification), 10 (Warranty Disclaimers), 12 (Limitation of Liability and Damages), 14.3 (No Refunds), and 15 (Miscellaneous).

Attachment 2
Customer Commitments

Customer Role	Description
Data Validation	Customer will be responsible for setting up (and maintaining) the Clever or ClassLink roles, as applicable. The implementation of the District Service is dependent upon Customer's management of Clever or ClassLink, as applicable. Customer will share the required data with Khan Academy. Customer will be responsible for communicating internally which district users and classes should be included in the Clever or ClassLink roster data based on the service agreement. Customer will monitor and stay within the purchased licenses. If using Learning Paths, the customer will meet the technical requirements for Learning Paths so that student RIT scores sync with student accounts. Classrooms will be rostered before the Professional Learning, so that teachers, administrators, and other School Personnel are able to properly engage in the training. Customer will provide district users with access to Clever or ClassLink Single Sign On for account log-in. All student and School Personnel accounts need to be rostered and activated within 2 weeks of signing the Order Form.
Issue Management	Customer will provide timely notice of any potential issues, regarding data, access, or otherwise and provide reasonably sufficient details from which to identify and remediate any such issues. Each school site shall provide the relevant information to address potential bugs as detailed in https://support.khanacademy.org/hc/en-us/sections/360014029731-Submitting-a-Bug-Report-to-Khan-Academy-Support.
Knowledgeable Resources	Customer will be responsible for resolving all questions, incidents, and problems that are not related to use of the Approved Products, such as policy-related questions. Each school site implementing the Services is responsible for ensuring the school's technology supports the minimum requirements https://support.khanacademy.org/hc/en-us/articles/360048672692-What-devices-and-specifications-work-best-with-Khan-Academy-Districts.
Goals and Implementation Fidelity	The district will establish clear goals for platform usage and learning outcomes, actively monitor their data to ensure the program is being implemented to achieve those goals, and communicate these goals and expectations to all staff. To achieve these goals aligned with Khan Academy's efficacious usage recommendations, classrooms will dedicate a minimum of 30-60 minutes a week with Khanmigo usage. If the district is not on track to meet its objectives, administrators will collaborate proactively with our staff to design and implement effective solutions. Similarly, the district will: (a) establish clear goals for student usage; and (b) ensure that each licensed student completes a **Student Activity** within 6 weeks of signing the Order Form; and (c) ensure their students initiate in at least 5 **Khanmigo Chats** within 6 weeks of signing the Order Form and continue to do so every 4 weeks.

Coordination for PL	Professional learning will be allotted based on number of licenses in the district. If provided with virtual or in-person professional learning, Customer will provide facilities and equipment (e.g., computers with Internet connection, and projectors) to the extent Vendor offers onsite Professional Learning. Customer staff will assist Vendor in coordinating Professional Learning workshops (whether onsite or virtual). Coordination includes scheduling events, communication with workshop participants, meal planning, distributing pre workshop materials, tracking participant attendance. Customer will provide a minimum of 4 weeks notice for in-person professional learning sessions (where available) and a minimum of 2 weeks notice for virtual professional learning sessions.
Teacher Advocates	Customer will establish a teacher leader program to support the implementation of the District Service. Teacher leaders will assist in addressing questions from educators and ensure that classroom time is allocated for effective use of the District Service.
Project Manager	Customer will designate a project manager responsible for working with the Vendor Account Manager and Professional Learning team; participating in the regularly scheduled reviews with the Vendor Account Manager; reviewing data toward goals; modifying incorrect student and School Personnel information and adding any missing information; serving as the primary point of contact for the Vendor regarding the District Service; and participating in product training sessions. Customer will validate that Lastinger Center has access as an Administrator within 2 weeks of executing the Order Form and will ensure that Lastinger Center maintains access through the term of the Order Form.
Decision Makers	Customer agrees to maintain their organization's readiness, resource availability, and communication for decisions and issues in a manner to accommodate and not hinder the project. This includes availability from the role-type decision makers so that the District Service may be timely implemented.

LASTINGER_CUSTOMER_ROLES_07.27.2026

SERVICE ORDER

Khan Academy, Inc.
P.O. Box 1630
Mountain View, CA 94042

CUSTOMER INFORMATION FOR FLORIDA DISTRICTS FUNDED BY LASTINGER

Customer: Suwannee County School Board
Address: 1740 Ohio Ave. S, Live Oak, FL 32064
Primary Contact: Tammy Boggus
Email: tamara.boggus@suwannee.k12.fl.us
Phone: 386-647-4601
Billing Contact Name: Cortney Flowers
Billing Contact Email: cortney.flowers@suwannee.k12.fl.us

KHAN ACADEMY INFORMATION

Billing Contact: ar@khanacademy.org
Primary Contact: Renee Venegas
Email: renee@khanacademy.org

SERVICE ORDER INFORMATION

Start Date: Effective Date of this Order
End Date: June 30, 2027
Rostering Service: ClassLink

KHAN ACADEMY DISTRICT SERVICE, INCLUDING KHANMIGO FOR DISTRICTS

Product	Quantity	Grades	Subjects*
Khanmigo for Districts - **Student Tutor**	3067 students	Grades: 6-12	Subjects: All
Khanmigo for Districts - **Teaching Assistant**	Teachers associated with students that have Khanmigo for Districts - Student Tutor		
Khanmigo for Districts - **Administrator**	Administrator account can be allocated to either school or district administrator at the election of Customer		
Khan Academy Districts	As identified in Khanmigo for Districts - **Student Tutor**		
Professional Learning for Khan Academy Districts with Khanmigo	1 in-person day plus 3 hours virtual	Professional learning sessions will be selected from your customized learning plan, with in-person sessions (6 hours per day).	

TERMS AND CONDITIONS

The scope of services to be provided by Khan Academy, Inc. ("**Khan Academy**") to Customer (each, a "**Party**") are described in the "Service Order Information" section above. These services will be provided pursuant to Khan Academy's Terms of Service for the Khan Academy District service, and any additional addenda attached hereto, and are all incorporated herein by reference. This Service Order ("**Order**"), together with the Terms of Service and any additional addenda, are referred to as the "**Agreement**". In the event of conflict between the terms of this Order, the Terms of Service for the District service and any additional addenda, the terms of this Order shall control.

The Khan Academy District service consists of rostering support for schools and teachers, access to Khan Academy District service administrator reports, implementation support and priority technical support for Customer's teachers, together with professional learning and other services licensed under this Order.

Any deletions or other revisions by Customer to this Order (whether handwritten, electronically, or otherwise) will be null and void.

Licenses: Services will be provided to the number of students set forth above, and their associated teachers.

***Subjects**: Subjects are identified in order to provide rostering and implementation support. Upon notice to (and approval by) Khan Academy, Customer may request a change to the indicated subjects.

Term: Services are provided for the term commencing on the Start Date, and ending on the End Date. Under no circumstance shall the term of this Order extend beyond the End Date without a written amendment (or a renewal order) to this Agreement executed by the Parties in writing.

****Fees**: Total fees (excluding those for any additional professional learning) are calculated based on the number of student licenses. Except as agreed between the Parties in writing, each Party will bear its own expenses. Discounts or fee waivers are one-time only and apply only to the Term specified in this Order.

Khan Academy District Service Fees: Khan Academy's standard subscription price ($10.00 per student) is waived and included as part of Khanmigo for Districts (with a standard subscription price of $15.00 per student).

Khanmigo for Districts Fees: The per-student amount represents a 100% discount from the Khanmigo for Districts Student Tutor standard subscription price ($15.00 per student). This discounted pricing is made available in part by funding from University of Florida Board of Trustees, a public body corporate of the State of Florida, on behalf and for the benefit of the University of Florida ("**funder**"), with the University of Florida Lastinger Center for Learning ("**Lastinger Center**") designated as the funder's administrator. Khan Academy may share aggregated, de-identified usage data at the school level with the funder (including Lastinger Center) for purposes of demonstrating the social impact of the grant.

Special Terms: Customer acknowledges that (a) Lastinger Center shall be set up as the district administrator for District's accounts ("**Lastinger Reporting**"); (b) Lastinger Center will be able to view user account data and manage the accounts for District; (c) Lastinger Center is responsible for coordinating with you as the Customer on user account management; and (d) provision of the services under this Agreement are contingent upon Lastinger Center continuing to provide funding for these services. For clarity, if Khan Academy does not receive payment from Lastinger Center for this Order, services under this Agreement for SY26-27 may be suspended or terminated pursuant to the Agreement.

As a condition of receiving the services, Customer shall: (i) roster the students and Customer teachers within 2 weeks of executing this Agreement ("**Rostering Deadline**"); (ii) have the teachers and administrators participate in the Professional Learning; (iii) provide classroom time for students to use the services; (iv) expeditiously partner with Khan Academy for rostering, activation of accounts, and student engagement to ensure that licenses are created, students log into the platform and an activity is started within the Platform ("**Student Activity**") within 6 weeks of executing this Agreement; (v) ensure that students initiate in at least 5 Khanmigo chats (each, a "Khanmigo Chat," meaning a unique instance of a conversation with Khanmigo) within 6 weeks of executing this Agreement and continue to do so for every 4 weeks ("**Minimum Usage**"); (vi) collaborate to determine and implement a success plan for ongoing learning and achievement of **Student Activity and Minimum Usage**, collectively "**Usage Outcomes**"; and (vii) fulfill the customer roles identified in Customer Commitments located at Attachment 2 ("**Customer Role**").

No Waiver of Sovereign Immunity. To the extent not prohibited by law, nothing in this Agreement waives governmental, sovereign, or official immunities where applicable, except to the extent limited by applicable law including but not limited to the limited waiver provided in section 768.28, Florida Statutes.

E-Verify. Effective January 1, 2021, pursuant to Fla. Stat. § 448.095, all Contractors shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor affirms that it is registered with and uses the E-Verify system, and is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any contract entered between the Parties.

Public Records. Khan Academy will assist Customer with providing any financial records required under Florida's Public Records Laws, Chapter 119, Florida Statutes that Customer does not directly have access to and will retain such financial records as provided by law.

Khan Academy further agrees to:

A. Keep and maintain public records required by the School Board in order to perform the service under this Agreement; and

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School Board; and

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS LORIE NORRIS, RISK MANAGER, AT LORIE.NORRIS@SUWANNEE.K12.FL.US OR 386-647-4608.

No Conflict. Khan Academy certifies that, to the best of its knowledge, Khan Academy, nor Khan Academy's employees are employed by the Customer. Khan Academy further certifies that, to the best of its knowledge, no conflicting business, employment, or contractual relationship exists between the Khan Academy and the Customer.

[***Signature Page Follows***]

SIGNATURES

The Parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The Parties may also deliver and accept facsimile, electronically scanned or electronic signatures, which bind a Party as if the signature were an original.

By its signature below, each Party confirms its acceptance of the proposal set forth herein. Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective Party. This proposal will become binding upon the signature of both Parties, and shall be effective on the later of (i) the Start Date or (ii) the date of the last signature hereto (the "**Effective Date**").

Khan Academy, Inc.	**Customer: Suwannee County School Board**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment 1

Khan Academy District Service Terms of Service

Set forth below are the Terms of Service ("**TOS**") made between Khan Academy, Inc., a 501(c)(3) organization ("**Khan Academy**" or "**we**" or "**us**") and a school, school district or other local education agency entity (each, an "**LEA**") subscribing to the Khan Academy District service ("**Customer**" or "**you**"). These TOS govern Customer's use of the Khan Academy District service (the "**District Service**").

1. The District Service. The District Service is a premium, subscription-based service that is offered as a complement to the standard features of Khan Academy's educational website located at https://khanacademy.org/ and related mobile applications and online services (the "**Website**"). Access to the Website and use of the Website's standard features are provided free of charge.

Through the District Service, Khan Academy provides (i) enhanced features to facilitate set-up, management, and use of School Accounts (as defined in Section 4.3 (School Accounts)) for class use; (ii) implementation assistance and training for authorized users registered as teachers, school leaders, aides, or other similar personnel (collectively, "**School Personnel**"); (iii) priority technical support for class use of the Website; (iv) data insights on Website usage and performance through district administrator reports; and (v) artificial intelligence ("**AI**") enabled learning guides and AI-enabled learning activities; and (vi) an expanded set of AI-enabled teacher tools ("**Khanmigo Teacher Tools**") available on all School Personnel accounts included in the District Service.

Both Khan Academy and Customer (the "**Parties**") acknowledge that the District Service is provided online, with services provided remotely. The District Service will be provided to Customer by Khan Academy personnel and through the Website and content offerings (the District Service and Website, collectively, the "**Platform**"). In the ordinary course of operating the Platform, Khan Academy engages vendors and service providers to provide services such as data storage, communications, and support services. These vendors and service providers are sub-processors to Khan Academy and are not deemed subcontractors under these TOS.

2. Subscription Terms.

2.1 Subscription Terms. The District Service is offered to Customer for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account set forth in the then-current service order, quote or service agreement for the account executed between the Parties ("**Applicable Order**"). When using the District Service, you will also be subject to our Privacy Policy (https://www.khanacademy.org/about/privacy-policy) and any posted guidelines, policies or rules applicable to specific features, or use, of the Platform, which may be posted from time to time (collectively the "**Guidelines**"). The Applicable Order, these TOS and the Guidelines form a legal contract between Customer and Khan Academy with respect to the District Service and are referred to collectively as the "**Agreement**". Your Applicable Order specifies the scope of services provided, including by reference to the number of accounts, students, subjects or grade levels included in your subscription. Student accounts will be counted upon activation and may not be shared or transferred among students.

2.2 Payment. Customer will pay all fees specified in the Applicable Order. If an annual payment option is selected, then the invoice for the current school year (ending on June 30th) may be issued at any time after the Applicable Order is signed. The invoice for any subsequent school year(s) (with each school year commencing on July 1st) may be issued before, at, or shortly after the start of that school year. If an upfront payment for the

entire term of the Applicable Order is selected, all fees shall be processed in a single payment upon receipt of invoice. The invoice may be issued at any time after the Applicable Order is signed. Except as expressly set forth in the Agreement, (i) all payment obligations are non-cancelable, and fees paid are non-refundable; (ii) fees are based on the District Service subscriptions purchased and not actual usage; and (iii) quantities purchased cannot be decreased during the relevant subscription term. Customer may tender payment by wire transfer, check, or other methods at Khan Academy's discretion. Payment must be received by Khan Academy no later than 30 days after Khan Academy issues an invoice. If Khan Academy does not receive payment within 30 days, the invoice is past due, and Khan Academy reserves the right to suspend access to the affected Customer account(s) and take collection action. Suspension of a School Account does not relieve the Customer of its obligation to pay for the District Service for the full term of the subscription. Customer is solely responsible for paying all fees and applicable taxes, if any, associated with the District Service, including any sales, use, or value added taxes. Customer is solely responsible for any fees or other third-party charges incurred in connection with remitting payment, including, but not limited to, credit card, electronic payment processing, or convenience fees. All questions relating to payments and fees should be sent to ar@khanacademy.org.

2.3 Financial Audit. Notwithstanding anything to the contrary in the Agreement, audit and inspection rights (including access to any books, records, and accounts) under these TOS and any addenda refer to a right to inspect financial information and supporting financial documentation relating to the District Service rendered. Khan Academy will assist Customer with providing any financial records required under any applicable public records or open records statute that Customer does not directly have access to and will maintain such financial records as provided by applicable law. Requests for financial documentation will be conducted remotely and via electronic delivery.

2.4 Licensed Students. The District Service is provided on a per-user license, subscription basis. The concurrent number of students receiving access cannot exceed the number of user licenses by more than 5% or 1,000 students, whichever is less (collectively, "**Overage**"). If the number of Customer's rostered students exceed the number of user licenses by more than 5% or by more than 1,000 students, Customer is obligated to either pay for any user that surpass the licensed amount or reduce its number of rostered users. In the event Customer purchases a license for additional users, Customer will be issued an invoice for such additional user licenses. Additional user licenses may be added mid-subscription term, and such additional user licenses will be for a term concurrent with Customer's then-current subscription term and the subscription term will terminate on the same date. Additional users rostered prior to January 1 will be priced at the same rate as set forth in the current Agreement, and additional users rostered on or after January 1 will be priced at 50% of the rate set forth in the current Agreement; in each case, the users will be licensed only until the end of Customer's current term.

2.5 Implementation Calendar. The standard service term is one year, commencing on July 1, and ending on June 30. Programmatic Support Services (as defined in Section 5 (Programmatic Support Services)) will be provided during the regular, full school year (exclusive of any summer session). Customer may elect to continue updating its roster (via Clever Inc.'s Secure Sync service, ClassLink, Inc. Roster Server, or such other service as Khan Academy may make available for such purpose (each, a "**Rostering Service**")) during the summer months after the end of the spring term, but Customer acknowledges that Khan Academy is not required to provide Programmatic Support Services for summer school programs.

2.6 Evaluation Services; Authorized User Experience Feedback. Khan Academy may offer pilot programs (each a "**Pilot**"), beta features or products ("**Betas**"), or demonstrations and trial versions of features or products (collectively with Pilots and Betas, "**Evaluation Services**"). Customer acknowledges that (a) participation in an Evaluation Service may allow Customer to access such Evaluation Service on a preview basis (including before it is made generally available on the Platform or included in Khan Academy's general service offerings); (b) Khan Academy may still be testing, evaluating and improving Betas, including by collecting Customer feedback, or for Customer evaluation; as such, Betas are offered "as-is" and the limited warranty provided for the District Service in Section 11 does not apply to Evaluation Services; (c) participation in an Evaluation Service is subject to these TOS and any additional terms Khan Academy may specify; (d) the Betas are still under development, may be inoperable or incomplete and are likely to contain errors or bugs; (e) the Betas may never become generally available; (f) Khan Academy reserves the right to charge a fee for Evaluation Services, though no fees shall apply to an Evaluation Service without Customer's express prior consent; (g) Khan Academy does not commit to maintaining any Betas and may change or remove Betas at any time; (h) Khan Academy is not obligated to provide support for Evaluation Services; and (i) Khan Academy is not responsible for Customer's reliance on Evaluation Services. Customer may stop use of Betas at any time. All information related to Evaluation Services constitutes Khan Academy's confidential information. NOTWITHSTANDING ANYTHING TO THE CONTRARY, KHAN ACADEMY IS PROVIDING EVALUATION SERVICES "AS-IS" AND DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO EVALUATION SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. NOTWITHSTANDING ANYTHING TO THE CONTRARY, KHAN ACADEMY SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO ANY SERVICES PROVIDED FREE OF CHARGE OR AT NO COST TO CUSTOMER; PROVIDED, HOWEVER, THAT TO THE EXTENT SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, KHAN ACADEMY'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER WITH RESPECT TO SUCH SERVICES SHALL NOT EXCEED ONE HUNDRED DOLLARS.

Customer and Customer's registered and authorized School Personnel and Students (referred to as "**Authorized Users**") may, in connection with an Evaluation Service, participate in Authorized User testing activities led by members of Khan Academy's product design team, including but not limited to, by collecting Customer or Authorized User feedback (through surveys, interviews, or classroom visits), or for Customer or Authorized User evaluation ("**Authorized User Experience Feedback**"). We encourage and welcome Authorized User Experience Feedback on any Evaluation Service, subject to the terms set forth under the "Feedback" section of the Website Terms of Service located at https://www.khanacademy.org/about/tos ("**Website TOS**").

2.7 API Dependencies and Limitations. Customer acknowledges that certain Khan Academy features and services, including certain AI-Enabled Features (as defined below) and Learning Paths (collectively, "**Dependent Features**"), rely on the continued availability and functionality of independently operated third-party services, platforms, and application programming interfaces (collectively, "**Third-Party APIs**"). Notwithstanding Section 15.4 (Force Majeure), if Khan Academy's access to any Third-Party API is suspended, terminated, modified, or otherwise unavailable, or if Khan Academy is unable to provide any Dependent Feature due to (a) unavailability or degradation of any required

New language

Third-Party API, (b) any law, regulation, administrative order, or governmental action, or (c) any other cause beyond Khan Academy's reasonable control, Khan Academy may modify, suspend, or terminate access to the affected Dependent Feature for such period as is reasonably necessary to address the underlying cause. Khan Academy shall have no obligation to provide substitute services or functionality in connection with such suspension or discontinuation.

Customer expressly acknowledges and agrees that temporary or partial unavailability, limitation, or modification of any Dependent Feature shall not constitute a breach of this Agreement and shall not affect Customer's payment obligations. Khan Academy makes no representations, warranties, or guarantees regarding the continued availability, functionality, or performance of any Dependent Feature or Third-Party API. Khan Academy shall not be liable for any failure or delay in the performance of Dependent Features arising from any of the foregoing causes, and may, without liability, permanently discontinue any Dependent Feature if access to the relevant Third-Party API cannot be restored.

If the affected Dependent Feature constitutes a standalone, separately priced add-on offering to the District Service licensed under the Applicable Order, and Khan Academy is unable to restore access to the affected Dependent Feature within thirty (30) days, Customer may provide written notice of termination for the applicable Dependent Feature. Customer's sole and exclusive remedy with respect to any such termination exercised under this Section 2.7 (API Dependencies and Limitations) shall be a pro-rata refund of any prepaid fees corresponding to the unused portion of the terminated Dependent Feature from the effective date of termination.

New language

3. District Admin Accounts.

3.1 Admin Accounts. In order to access the administrator report features of the District Service, Customer must register for one or more accounts for use by School Personnel who will administer Customer's use of the District Service ("**Admin Accounts**"). Admin Accounts are provided for the sole purpose of oversight, administration, account management and access to District Service administrator features. Any use of an Admin Account for other purposes is not authorized. Admin Accounts are unique to the District Service; if Customer's subscription to the District Service expires or is otherwise terminated, the Admin Accounts are automatically removed.

3.2 Administrator Reports. Admin Accounts provide access to district-level and school-level data insights via administrator reports. Usage and performance data will provide views such as student account activation and usage as well as skills progress on Khan Academy. Admin Accounts assigned to principals and other school-site administrators will provide access to data for students and teachers in the relevant school, and Admin Accounts provided to district-wide administrators will provide access to Khan Academy data for all rostered students, teachers, and schools in the relevant district.

3.3 Account Access. Each authorized administrator will register for a separate account. Customer is solely responsible for maintaining the confidentiality of each Admin Account and access credentials for use of the accounts, and Customer accepts responsibility for all activities that occur under such accounts and access credentials. If you have reason to believe that any Admin Account or School Account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of the account ID, password or other access credential), then you will promptly notify your designated Khan Academy account representative. You may be liable for the losses incurred by Khan Academy or others due to any unauthorized use of Admin Accounts and/or School Accounts.

3.4 Limitations on Use. The Platform is provided

to you and your Authorized Users solely for educational purposes as part of the instructional program for schools in your LEA. You and your Authorized Users must use the Platform in compliance with all applicable laws, rules, regulations, and Platform policies. You and your Authorized Users will not reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the Platform, or access to the Platform.

4. User Accounts.

4.1 User Account Terms. User accounts are provided free of charge to students and School Personnel. User accounts and use of the Website's standard features are governed exclusively by the Website TOS and Privacy Policy.

4.2 Use of Student Data; Customer Responsibility for Parental Consents and Notices.

(a) Customer shall comply with, and provide any notices and obtain any consent required under, the Family Educational Rights and Privacy Act and the U.S. Department of Education's implementing regulations at 34 CFR Part 99, as amended (collectively, "**FERPA**"); the Children's Online Privacy Protection Act of 1998, as amended ("**COPPA**"); and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about users in your LEA (collectively, "**Applicable Privacy Law**"), including (i) providing disclosures to students registered and authorized to use Khan Academy for class use ("**Students**") and their parents or legal guardians ("**Parents**") regarding Student use of the Platform, our Website TOS, these TOS, and our Privacy Policy and (ii) obtaining any consents required from Parents, to the extent required under COPPA, FERPA, or other Applicable Privacy Law.

(b) Customer will remain responsible for complying with all Parental notice requirements and Parental requests regarding collection, use and disclosure of Student personal information, except as provided in Section 4.7 (Access Requests). To the extent Students use Linked Accounts (referred to in Section 4.5 (Personal Accounts)), Customer will obtain any consent required for such Linked Accounts for class use.

4.3 School Accounts.

(a) Account Set-up and Rostering. Each student, teacher, school leader, aide, or other similar personnel requiring access to the Platform for class use will be registered with a Khan Academy account associated with your LEA in accordance with all rostering instructions provided in accordance with the Applicable Order. Khan Academy will facilitate the creation of individual accounts and assign Students to initially designated classes at Customer's direction and in accordance with Customer's instructions. Customer is solely responsible for providing Khan Academy with access to complete and accurate information required to facilitate account set-up and fulfill rostering requirements, and for maintaining the accuracy of such data. Such information will include information necessary to separately identify accounts to be held by Students under age 13 and age 13 or above (either, "**Student Accounts**"), and by School Personnel ("**School Personnel Accounts**" and, together with Student Accounts, "**School Accounts**"). Khan Academy will attempt to identify and include in the LEA roster any pre-existing School Accounts that match the rostering data provided by Customer, rather than creating new accounts for those Students and School Personnel. Customer understands and agrees that Students and School Personnel are bound to the Website TOS and these TOS.

(b) Updates. Rosters will be updated regularly based on updated information provided by Customer. Upon termination of School Personnel employment with your LEA, such School

Personnel must return and cease using all login credentials they have in their possession. If at any time Customer learns that a Student or School Personnel claims to be affiliated with your LEA who is not, in fact, affiliated with your LEA, or that a Parent has refused or rescinded any Parental consent required for Student use of the Platform, or otherwise becomes aware of any errors in roster information, Customer will notify Khan Academy and will take prompt action to correct the roster data.

(c) Use of a Rostering Service. Support for rostering and School Account set-up will be provided through a Rostering Service, subject to any limitations in the Applicable Order. Customer acknowledges that use of the District Service is contingent upon Customer rostering through the Rostering Service. Customer's use of the Rostering Service is subject to the terms and conditions of the agreement between Customer and the Rostering Service, and Khan Academy assumes no liability for claims or damages resulting from Customer's use of the Rostering Service. Khan Academy will be acting upon Customer's instructions to roster Students using the data provided to Khan Academy via the Rostering Service. Customer may not change the Rostering Service during the subscription term.

4.4 Integrated Service. Khan Academy may enable you to interact with the Platform through, or otherwise associate the Customer's accounts with, certain Third-Party APIs and third-party services, including third-party rostering, authentication or single sign-on services, such as Google Accounts, ClassLink or Clever, or other sites providing supplemental educational materials, programs or services (each of these, an "**Integrated Service**"). By using (or otherwise granting access to or approving use of) an Integrated Service with the Platform, Customer agrees that Khan Academy may access, store and use data obtained through the Integrated Service consistent with our Privacy Policy, and may disclose data to the Integrated Service if you use the Integrated Service to receive data from the Platform. Customer's use of any Integrated Services will be governed by the terms and conditions of the providers of the Integrated Service. Khan Academy does not endorse any Integrated Service, and Customer and associated account holders are solely responsible for interactions with any Integrated Service that occur as a result of accessing the Platform through any Integrated Service. Khan Academy does not control the practices of any Integrated Service, and you are advised to read the privacy policy and terms and conditions of any Integrated Service that you use to understand their practices. ACCESS AND USE OF INTEGRATED SERVICES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH THOSE SERVICES, IS SOLELY AT YOUR OWN RISK.

4.5 Personal Accounts.

(a) Linked Accounts. Students and School Personnel may have personal accounts (i.e., accounts associated with an email address other than the applicable LEA account or school email address) in addition to School Accounts. Khan Academy may (but is not required to) permit a user to associate a personal account with their School Account, by using the login credentials associated with a personal account to join a class or use the account for school-directed learning. If a user chooses to associate a personal account with their School Account, the two accounts will be deemed "**Linked**" accounts, and the user's learning activity (information regarding use of the Platform generated by the user through use of the Platform), whether generated during or outside of the school use, may be viewed by any person with access to either account. "Linked" accounts are not separately functioning accounts; they permit access to a singular Khan Academy account using more than one account interface or set of access credentials. Linked accounts may benefit Students: (i) who want to use the Website for

both personal and school purposes; (ii) by allowing School Personnel to have a deeper understanding of Student progress; and (iii) by allowing users to keep track of all their Khan Academy learning activity on an aggregate basis. The user's election to enable Linked accounts must be made, if at all, in connection with the initial account registration and rostering process for a given school year.

(b) Khan Academy Activity in Linked Accounts. Upon any termination of the School Account by authorized School Personnel, the Student's or School Personnel's learning activity (including any learning activity from school use) will be retained in any Linked personal account.

(c) User-Generated Content. Prior to termination of School Accounts, Khan Academy may invite Students, or Parents of Students, or School Personnel, to establish and maintain a personal account for purposes of retaining any content generated or provided and owned by Students or School Personnel under the Website TOS (including such Student's or School Personnel's learning activity). Any such personal accounts will be established under Khan Academy's standard account opening process, including Parent consent for users under the age of legal majority (or as otherwise required by State and federal student data privacy regulations).

4.6 Student Records. While using the District Service, Customer may provide Khan Academy with access to certain Student Records. "**Student Records**" are information relating to a Student which is personally identifiable, or which is linked to personally identifiable information in a manner that would allow a reasonable person to identify the Student with reasonable certainty, and is (i) provided to Khan Academy by the Customer, Students or Parents of Students, or (ii) collected by Khan Academy from Customer, Students or Parents of Students, in each case, during the provision of the District Service to Customer pursuant to the Agreement. Student Records may include "education records" as that term is defined under FERPA. Customer represents and warrants that it is authorized to provide such data to Khan Academy. Khan Academy confirms that Student Records will be maintained and used in accordance with Khan Academy's Privacy Policy and any separate data privacy addendum or similar agreement entered into by and between Customer and Khan Academy.

4.7 Access Requests. Khan Academy shall cooperate with and assist Customer in responding to requests made by a Parent or eligible Student for the review of personally identifiable information contained in the related Student Records and to correct erroneous information, consistent with the functionality of the District Service. If a Parent of a Student or eligible Student contacts Khan Academy to review Student Records (other than information that may be accessed in a Parent account that is associated with that Student), Khan Academy may refer the Parent or eligible Student to the LEA, who will follow the necessary and proper procedures regarding the requested information. Khan Academy may provide direct assistance to the Parent with respect to information that may be accessed in the Parent account.

5. Programmatic Support Services. The District Service includes technology-enabled online services and additional support services. We refer to additional support services provided by Khan Academy personnel described in Sections S.1 and S.2 below as "**Programmatic Support Services**".

5.1 Professional Learning. Training will be provided via an asynchronous, on-demand course available on the Website. Unless otherwise agreed in writing between the Parties, any additional training and consultations will be identified in the Applicable Order and will be provided remotely, via webinar, conference call, or similar

online/remote format. To the extent that in-person training is offered, Khan Academy reserves the right to postpone or substitute with online/remote sessions as may be necessary or prudent for health and safety reasons.

5.2 Relationship Manager. Relationship management is provided via email support and up to one scheduled meeting per month. The role of the relationship manager is to assist with implementation strategy and to act as a liaison to address Customer needs. Requests for technical support will be referred to the customer support team for resolution. Assistance with individual technical support requests will be provided by the customer support team via Khan Academy's online help center. To help provide smooth implementation, the relationship manager will offer the opportunity for a meeting approximately one month after the launch of the District Service. Notwithstanding anything to the contrary, if the Customer is a school (and not a school district), this Section does not apply.

5.3 Technical Support. Technical support for School Personnel is provided by the Khan Academy customer support team via our online help center. School Personnel with support needs will be required to submit them via an online help center portal. All School Personnel will be tagged based on their district-provided email domain to receive top-tier priority technical support then available within the Khan Academy help center (this support tier is available to Khan Academy Districts customers but is not exclusive to any one district).

6. Course Content; Proprietary Materials.

6.1 Course Content. Customer will select one or more primary subject areas for implementation and Programmatic Support Services, which will be specified in the Applicable Order. In addition, Customer will have access to other available Website content. The partnership manager can assist in providing guidance on how to align Website content for the primary subject area(s) to the scope and sequence of the Customer's specific curriculum. Programmatic Support Services do not include custom alignment or creation of custom content. Requests for custom course curation or new content will be handled by the relationship manager and resolved in Khan Academy's sole discretion; additional fees may apply.

6.2 Proprietary Materials; Licenses. The Platform is owned and operated by Khan Academy. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, training materials, professional learning resources, and all other elements of the Platform (the "**Services Materials**") are protected by United States and international laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any content provided and owned by users under the Website TOS, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the Platform are owned by or licensed to Khan Academy, and Khan Academy reserves all rights therein and thereto not expressly granted to users under the Website TOS. For clarity, both Parties acknowledge that the Platform does not include development of any materials specifically for Customer. Khan Academy's District Service is a commercial, off-the-shelf offering and no development of work product for Customer or Authorized Users is contemplated in the provision of such District Service to Customer. In no instance shall the District Service be deemed a "Work Made for Hire" or otherwise performed under a "funding agreement". The District Service to be provided does not relate to real property, use of mechanics or laborers, or the provision of physical goods. Notwithstanding anything to the contrary, the Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to the

Agreement. The United Nations Convention for the International Sale of Goods also does not apply to the Agreement.

6.3 Permitted Use; Prohibited Conduct. Subject to the Agreement, the Website TOS (which governs user accounts and use of the Website's standard features), and our receipt of payment of all applicable fees for the District Service, School Personnel may access and use the District Service during the subscription term, solely through their School Accounts, and solely for Customer's educational purposes, as an aid to classroom instruction and to guide learners in mastery learning. You shall not (nor shall you permit any of your Students or School Personnel to) use the educational videos, exercises, and related supplementary materials that are owned by Khan Academy or its third-party licensors (the "**Licensed Educational Content**") made available on the Website, or any educational, user-readable source code in connection with the "Computer Science" modules or exercises available on the Website (the "**Licensed Educational Code**"), except as permitted under the Website TOS. You shall not (nor shall you permit any of your Students or School Personnel to) engage in any conduct using the Platform that is "Prohibited Conduct" under the Website TOS or otherwise prohibited under the Agreement.

7. AI-Enabled Features.

7.1 Description. Khan Academy offers certain artificial intelligence-enabled features, technologies and services which may be at an early stage of development, and which are subject to continued development ("**AI-Enabled Features**"). For clarity, the enhanced features offered as Khanmigo for Districts and Khanmigo Teacher Tools are AI-Enabled Features and elements of the District Service, and all terms and conditions that apply to AI-Enabled Features and the District Service apply to Khanmigo for Districts and Khanmigo Teacher Tools.

7.2 AI-Enabled Feature Feedback. In addition to the Authorized User Experience Feedback that Customer and its Authorized Users may provide pursuant to Section 2.6 (Evaluation Services; Authorized User Experience Feedback), we encourage and welcome your feedback on any AI-Enabled Feature. As part of AI-Enabled Features, Customer, and Customer's Authorized Users, may identify errors or bugs, provide feedback on the user experience, and provide other ideas, suggestions, guidance or other information related to the applicable AI-Enabled Feature (collectively, deemed "**AI-Enabled Feature Feedback**"). Khan Academy may solicit AI-Enabled Feature Feedback from you, and from any specific Authorized Users identified by Customer for participation in any feedback program, via surveys, interviews, observations, or other interactions. You and your Authorized Users may also provide AI-Enabled Feature Feedback to us by labeling Output (as defined below) with a thumbs up or thumbs down, or otherwise directly offering AI-Enabled Feature Feedback in the AI-Enabled Feature itself or otherwise. By submitting suggestions or other AI-Enabled Feature Feedback, you agree that we (or our licensees) can (but do not have to) use, share, and otherwise exploit such AI-Enabled Feature Feedback for any purpose without compensation or further notice to you and you grant us a royalty-free, worldwide, transferable, assignable, fully paid up, sublicenseable, irrevocable, perpetual license to use and incorporate any AI-Enabled Feature Feedback into Khan Academy Offerings (as defined below) or to develop new features and services.

7.3 AI-Enabled Feature Permitted Use; AI-Enabled Feature Prohibited Conduct. In addition to compliance with Section 3.4 (Limitations on Use) and Section 6.3 (Permitted Use; Prohibited Conduct), you and your Authorized Users shall not engage in the following, which constitute Prohibited Conduct under these TOS:

- Use of any AI-Enabled Feature to generate the following types of content: (i) hate speech or hateful content; (ii) defamatory or discriminatory content, including references about religion, race, sexual orientation, gender, nationality, or ethnic origin; (iii) content that is unlawful, vulgar, obscene, defamatory, sexually explicit, fraudulent, harassing, invasive of another's privacy, or otherwise objectionable, or that promotes any of the foregoing content or related activities; (iv) promotion or glorification of violence, or promotion or depiction of self-harm or harm to individuals, organizations or society; (v) misleading political speech or electoral or political campaign materials; (vi) false or misleading content; misinformation; (vii) malware or other software intended to cause harm; or (viii) or any content that would infringe upon the intellectual property rights of others.
- Use of any AI-Enabled Feature to commit any act of academic dishonesty, or to mislead any person that Output (as defined below) generated through use of AI features included in AI-Enabled Features is human-generated.
- Use of any AI-Enabled Feature as the sole or predominant mechanism for assessment or evaluation purposes or to otherwise make consequential decisions about a student or School Personnel.
- Participation in any prompt injection attack, AI model jailbreak or other attempt to interfere with the intended functionality of any AI-Enabled Feature.

Khan Academy reserves the right, but does not have any obligation, in its sole discretion, to determine whether any AI Content (as defined below) violates our Prohibited Conduct terms, and can refuse, remove, or edit such AI Content, and may remove access to any AI-Enabled Feature at any time for non-compliance with these terms.

7.4 Privacy Guidance. AI-Enabled Features enable users to interact with a "large language model" ("**LLM**"), an AI tool developed and maintained by one or more third-party LLM developers. While AI-Enabled Features place some constraints on use of the underlying model, such constraints are still, and will continue to be, in development and cannot be relied upon to screen user queries or filter responses that are returned to users. The AI-Enabled Features are not intended to be used to process proprietary or personally identifiable information. YOU ARE ADVISED NOT TO (AND YOU MUST INSTRUCT YOUR AUTHORIZED USERS NOT TO) INCLUDE ANY PROPRIETARY OR PERSONALLY IDENTIFIABLE INFORMATION IN INPUTS SUBMITTED TO ANY AI-ENABLED FEATURE.

7.5 Guidelines on Use of AI-Enabled Features.

(a) User-Generated Content. You (and your Authorized Users) may provide input (including summary, text, instructions, or other content you make available) to any AI-Enabled Feature ("**Input**"), and receive output generated and/or provided by an AI-Enabled Feature based on the Input ("**Output**"). Input and Output are collectively "**AI Content**". AI Content is subject to the terms applicable to User Content set forth under the "User Content License Grant" section of the Website TOS. For clarity, AI Content constitutes User Content. You acknowledge that due to the nature of machine learning and the technology powering AI-Enabled Features, Output may not be unique, and an AI-Enabled Feature may generate the same or similar output for you or your Authorized Users as it provides to other users. For clarity, outputs for other users are not considered your (or your Authorized Users') User Content. You also acknowledge and agree that any Outputs may not be protectable under copyright or other intellectual property, proprietary, or other law. We make no warranties or representations, express or implied, that Outputs are protectable under any law. Without limiting the terms of the Website TOS, you are solely responsible for the AI Content that you and your Authorized Users create, including for ensuring

that you or they have rights to submit the Input and that use of Input does not infringe upon the intellectual property rights of others or violate any applicable law or the Agreement. Without limiting our rights otherwise set forth in these TOS, by using the AI-Enabled Features, you hereby grant us a worldwide, non-exclusive, irrevocable, transferable, assignable, royalty-free, fully paid-up, sublicensable (through multiple-tiers) license to access, use, modify, display, publicly perform, distribute, copy, create derivatives from (including derivative works of) and process any and all Inputs and Outputs (including any intellectual property contained therein or embodied thereby) to provide our services to you and your Authorized Users and to develop and improve the AI-Enabled Features for all users.

(b) Incorporated Guidelines; Responsible Use. Use of AI-Enabled Features is subject to these TOS and any additional posted Guidelines we provide. It is your obligation to educate School Personnel and Students, as may be applicable, on responsible use of AI in general, on responsible use of the applicable AI-Enabled Feature specifically (i.e., Khanmigo Teacher Tools and Khanmigo for Districts), and regarding your other school policies regarding use of artificial intelligence. We strongly encourage you to require Authorized Users to review any Guidelines, including those provided pursuant to this Section 7.5 (Guidelines on Use of AI-Enabled Features), prior to accessing any AI-Enabled Feature. For instance, Authorized Users should be aware that AI-Enabled Features may make mistakes and the Authorized User needs to fact check the Output. The Authorized User is responsible for conducting human review of Outputs and double-checking Outputs with reputable sources to confirm that such Outputs are accurate, lawful and otherwise appropriate and permissible under the Agreement and that they have adequate rights to use such Outputs before relying on them.

(c) Personal Use and Sharing. AI-Enabled Features are intended for personal use and not to generate content for publication. Authorized Users may choose to share AI Content they generate for any legal, personal, non-commercial purpose, under the following conditions: (i) the role of AI in formulating the content is clearly and prominently disclosed; (ii) the content is attributed to the Authorized User by name, or your organization; (iii) topics of the content do not violate our terms on Prohibited Conduct; and (iv) the Authorized User directly reviews the AI Content to ensure compliance with the Agreement. We kindly ask that you and your Authorized Users refrain from sharing Outputs that may offend others.

(d) School Personnel Use. School Personnel should apply their judgment and discretion in use of all AI-Enabled Features and their activities (including but not limited to essay features, if applicable) and should not rely solely (nor predominantly) on a feature for assessment or evaluation purposes or to otherwise make decisions about a student or School Personnel. AI-Enabled Features are tools intended to assist School Personnel and are not a replacement for the unique role of humans.

7.6 "As-Is" Terms for AI-Enabled Features.

(a) "As-Is" Terms; No Guarantees; No Representations or Warranties. THE LIMITED WARRANTY PROVIDED FOR THE DISTRICT SERVICE DOES NOT APPLY TO ANY AI-ENABLED FEATURE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, KHAN ACADEMY IS PROVIDING THE AI-ENABLED FEATURES "AS-IS", AND KHAN ACADEMY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING (I) ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND

OR, (II) ANY WARRANTIES RELATING TO THE FUNCTIONALITY, RELIABILITY, ACCURACY OR CORRECTNESS OF ANY AI-ENABLED FEATURES. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 7.6(A) AND ANY OTHER TERMS OF THE AGREEMENT, THIS SECTION 7.6(A) WILL SUPERSEDE SUCH TERMS WITH RESPECT TO ANY AI-ENABLED FEATURE. YOU UNDERSTAND THAT KHAN ACADEMY IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY AI-ENABLED FEATURE. YOU ACKNOWLEDGE AND AGREE THAT ANY AI-ENABLED FEATURE MAY FUNCTION FOR A LIMITED PERIOD OF TIME, MAY HAVE LIMITED FEATURES, MAY MAKE ERRORS (INCLUDING, WITHOUT LIMITATION, MATH ERRORS (IF APPLICABLE)), MAY REFLECT BIASED, INCOMPLETE OR INCORRECT INFORMATION, MAY PROVIDE OBJECTIONABLE OR OFFENSIVE RESPONSES, MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED, AND MAY HAVE OTHER LIMITATIONS. YOU SHOULD NOT RELY ON THE FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY CHECKING THEIR FACTUAL ACCURACY. OUTPUT MAY APPEAR ACCURATE DUE TO ITS DETAIL OR SPECIFICITY BUT MAY STILL CONTAIN MATERIAL INACCURACIES.

(b) AI-Enabled Features Subject to Change. The AI-Enabled Features include new technologies and features that are at an early stage of development (often referred to as alphas, betas, previews, or prototypes), some of which are still being, and will continue to be, developed and tested, are known to make errors and to provide incorrect information at times, and may have other bugs. Any AI-Enabled Feature may not become fully developed or generally available. Furthermore, the laws and regulations governing artificial intelligence and related technology are uncertain and evolving, and the ability to use the AI-Enabled Features and/or Outputs may be adversely impacted in the future. Khan Academy may change, add, or remove specific tools, features, elements or portions thereof at any time without any liability to you, and we do not commit to maintaining any AI-Enabled Feature, including any specific tools, features, elements or portions thereof.

8. Confidentiality. Except to the extent required to be disclosed under an applicable public records or open records statute, your Applicable Order, any quotes or proposals relating to your account, and any product, security or compliance documentation provided to you, include information that is proprietary and confidential to Khan Academy. You shall keep such terms, quotes, proposals or documentation confidential, and agree not to disclose such terms, quotes, proposals or documentation to any third party, to the fullest extent permitted by law. In the event Customer receives a public records or open records request, Customer shall promptly notify Khan Academy and provide the opportunity to redact the requested information as permitted under statute.

9. Indemnification.

9.1 Indemnity. INTENTIONALLY OMITTED.

9.2 Indemnification Process. All indemnification obligations under the Agreement are dependent upon the indemnified Party providing the indemnifying Party with: (a) prompt notice of an indemnifiable claim; (b) exclusive control over the defense and settlement of the indemnifiable claim (provided that a claim will not be settled without the prior written consent of the indemnified Party, which consent will not be unreasonably withheld, conditioned or delayed); and (c) reasonable cooperation in the defense and settlement of such indemnifiable claim (collectively, "**Indemnification Process**").

10. Warranty Disclaimers.

10.1 Warranty Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 11 (LIMITED WARRANTY), THE

PLATFORM, AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, THIRD-PARTY APIS, USER CONTENT, AND ALL DATA AND INFORMATION MADE AVAILABLE IN CONJUNCTION WITH THE PLATFORM (COLLECTIVELY, THE "**KHAN ACADEMY OFFERINGS**"), ARE PROVIDED ON AN "AS-IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. THE KHAN ACADEMY PARTIES DO NOT WARRANT THAT THE KHAN ACADEMY OFFERINGS WILL MEET OR BE CORRECTED TO MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE TO YOUR LIKING, BE TIMELY, SECURE, ACCURATE, OR BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE KHAN ACADEMY PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS REGARDING THE KHAN ACADEMY OFFERINGS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO CERTAIN EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF DATA, CONTENT, AND MATERIALS, IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

11. Limited Warranty. Subject to Section 2.7 (API Dependencies and Limitations) and Section 7.6 ("As-Is" Terms for AI-Enabled Features), Khan Academy warrants, during the Term, that the District Service delivered by Khan Academy, when used in accordance with the terms of the Agreement, will substantially perform in accordance with the District Service Documentation made available to Customer by Khan Academy. "**Documentation**" means the description of services set forth in the Agreement, including technical specifications, but excludes any marketing materials or brochures. If the District Service is not provided as indicated in the Documentation, and Customer has provided written notice of the non-conformity to Khan Academy within 30 days of discovery of such non-conformity, then Customer's sole and exclusive remedy is that Khan Academy shall at its option (i) rectify the non-conformity; (ii) replace the applicable product or service with a system of substantially the same functionality that conforms to the Documentation; or (iii) terminate the Agreement with respect to the non-conforming District Service and provide Customer a prorated refund representing the unused portion of any fees prepaid by Customer specifically for the non-conforming portion of the terminated District Service measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the District Service resulting from (a) use of the Platform in a manner not in accordance with the Documentation, these TOS or the Website TOS; (b) faults or liabilities disclaimed pursuant to these TOS or the Website TOS; (c) improper or inadequate maintenance of Customer's own computers or other internet accessible devices including tablets, computer networks, operating environment, security programs, and internet connections; (d) abuse of the Platform; or (e) delays, failures or problems inherent in use of the internet and electronic communications or other systems outside Khan Academy's control.

12. Limitation of Liability and Damages.

12.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER

NO CIRCUMSTANCES WILL THE KHAN ACADEMY PARTIES OR CUSTOMER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TOS, THE WEBSITE TOS, YOUR USE OF (OR INABILITY TO USE) THE KHAN ACADEMY OFFERINGS OR ANY OTHER INTERACTIONS WITH KHAN ACADEMY OR WITH THIRD PARTIES THROUGH OR IN CONNECTION WITH THE KHAN ACADEMY OFFERINGS, INCLUDING OTHER USERS, EVEN IF A KHAN ACADEMY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW IN YOUR JURISDICTION MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THE KHAN ACADEMY PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12.2 Limitation of Damages. IN NO EVENT WILL EITHER PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT, THE WEBSITE TOS, YOUR USE OF ANY KHAN ACADEMY OFFERING, OR YOUR INTERACTION WITH OTHER PLATFORM USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE ACTUAL AMOUNT PAID BY YOU, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST CLAIM.

13. Modification of Terms.

13.1 Terms Subject to Change. Except as provided in Section 13.2 (Material Changes) below, Khan Academy reserves the right, at our discretion, to update, change, modify, add, or remove any portion of these TOS at any time. For any material changes to these TOS, Khan Academy will provide notice to you of such amended terms, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) 30 days after Khan Academy makes a reasonable attempt to provide you such notice, including by posting amended terms on the Platform. Notwithstanding the foregoing, changes addressing new functions for a service, or changes made for legal compliance reasons will be effective immediately.

13.2 Material Changes. Khan Academy will not make any material change to these TOS or change how personal information contained in Student Records is used or shared under these TOS during the term of the Agreement, without notice to you. If a change with respect to how personal information contained in Student Records is used or shared under these TOS has a material adverse impact on Student users or Customer, and Customer does not agree to the change, Customer must notify Khan Academy within 30 days of receiving the notice of change as described under Section 15.1 (Notices) below. If Customer notifies Khan Academy as required, then the Customer will remain governed by the TOS in effect immediately prior to the change until the end of the then current term of the Agreement. If the District Service is renewed, it will be renewed under Khan Academy's then current TOS. Disputes arising under these TOS ("**Dispute**") will be resolved in accordance with the version of these TOS which is effective against Customer at the time the Dispute arose.

14. Termination.

14.1 Data Access. Admin Account access will be terminated at the end of the subscription Term, unless the Customer account has been renewed. Upon termination, Khan Academy may delete Admin Accounts and associated district-level administrator reports in accordance with the

Agreement and the Privacy Policy. It is Customer's sole responsibility to request renewal of the Agreement to maintain continued access to Customer's account and its associated data. Unless Customer otherwise directs Khan Academy in writing, termination of the District Service will not automatically result in deletion of School Accounts or Student Records in such account.

14.2 Termination by Customer. Customer's only remedy with respect to any dissatisfaction with (i) the Platform, (ii) any term of these TOS or the Website TOS, (iii) the District Service, (iv) any policy or practice of Khan Academy in operating the Platform, or (v) any content or information transmitted through the Platform, is to terminate these TOS and the Website TOS along with your School Accounts and Admin Accounts. You may terminate the Agreement at any time by providing written notice to your designated account representative, with any outstanding fees due upon the termination. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the then-current term.

14.3 No Refunds. Customer understands and agrees that, except in the case of (i) cessation of Website services, (ii) a termination at the option of Khan Academy pursuant to Section 11 (Limited Warranty), or (iii) to the extent required by applicable law, fees will not be refunded in the event of Customer's early cancellation or notice of cancellation of the Agreement. In the event of an early cancellation due to any of (i) through (iii) of this Section 14.3, Customer is responsible for (a) all amounts due and payable for all services provided to Customer before the date of early cancellation (with a pro-rata refund representing the unused portion of any fees prepaid by Customer specifically for the portion of the District Service that was to be provided after the date of early cancellation) or (b) if less than the amounts referenced in Section 14.3(a), the maximum amount permitted by applicable law. The Parties agree that Khan Academy's efforts in connection with account set-up, rostering and implementation are front-loaded and for that reason, proration of fees in the event of early cancellation is not necessary or appropriate. Any unused relationship management support and professional learning sessions expire on June 30th of each school year.

14.4 Termination by Khan Academy. Khan Academy reserves the right to terminate the Agreement at any time if Customer does not comply with the Agreement, including in the case of non-payment. Khan Academy may suspend or terminate any School Account or Admin Account (or any part thereof) in accordance with the Agreement or the Website TOS and reserves the right at any time and from time to time to modify or temporarily discontinue the Platform (or any part thereof) with or without notice. These remedies are in addition to any other remedies Khan Academy may have at law or in equity.

15. Miscellaneous.

15.1 Notices. Any notice required under the Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either Party as designated in the Agreement, (iv) delivered by email to the email address specified herein or in the Applicable Order, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section 15.1.

Notices to Khan Academy:
Khan Academy, Inc.
P.O. Box 1630
Mountain View, CA 94042
Email: notices@khanacademy.org for the purposes of Khan Academy. If a physical notice is sent, an electronic copy shall be provided to such email address.

Notices to Customer will be sent to the email address and/or mailing address set forth in the Applicable Order or Agreement, or if left blank, the address on file with Khan Academy.

15.2 Independent Contractor. No agency, partnership, joint venture, or employment is created because of the Agreement and neither Party has any authority of any kind to bind the other in any respect whatsoever.

15.3 Waiver. The failure of Khan Academy to exercise or enforce any right or provision of these TOS or the Website TOS will not constitute a waiver of such right or provision. Any waiver of any provision of these TOS or the Website TOS will be effective only if in writing and signed by Khan Academy.

15.4 Force Majeure. Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under the Agreement (except for a failure to pay fees) that is due to events beyond its reasonable control, such as, explosions, wars, sabotage, acts of terrorism, riots, acts of God, epidemics, pandemics, riots, civil commotions, acts of government authorities, changes in laws or regulations, strikes or other labor disputes, failure or diminishment or power or telecommunications or data networks or services, acts or omissions of internet traffic carriers, or natural disasters (such as fires, hurricanes, severe storms, earthquakes, floods).

15.5 Governing Law and Venue. The Parties intend that the Agreement be construed and controlled by the laws of the State of Florida, without giving effect to principles of conflict of laws. Any litigation arising out of the Agreement must be conducted in courts located in Suwannee County, Florida. Customer consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, Khan Academy shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.

15.6 Dispute Resolution. In the event of a Dispute, you or Khan Academy must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "**Notice of Dispute**"). Any Notice of Dispute must be sent as provided in Section 15.1 (Notices). You and Khan Academy will attempt in good faith to resolve any Dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Khan Academy may commence legal proceedings. Notwithstanding the foregoing, this Section 15.6 will not prevent either Party from seeking urgent interlocutory relief at any time.

15.7 Severability. If any provision of these TOS or the Website TOS is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these TOS or the Website TOS to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

15.8 Publicity. Customer consents to Khan Academy's use of (and references to) Customer's name in Khan Academy's customer lists and marketing materials during the Term of the Agreement.

15.9 Headings and Interpretation. The headings contained in the Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of the Agreement.

15.10 No Primary Drafter. The Parties acknowledge and agree that they have mutually negotiated the terms and conditions of the Agreement and that any provision contained herein with respect to which an issue of interpretation or construction arises shall not be construed to the detriment of the drafter on the

basis that such Party or its professional advisor was the drafter, but shall be construed according to the intent of the Parties as evidenced by the entire Agreement.

15.11 Assignment. Customer may not assign the Agreement to any third party without Khan Academy's prior written consent, which consent shall not be unreasonably withheld. The Agreement binds and inures to the benefit of each Party and its respective successors and approved assigns, if any.

15.12 No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party.

15.13 Representation of Signatories. Each person signing the Agreement and any Applicable Order or other contract for services associated herewith or governed hereby represents and warrants that such person is duly authorized and has legal capacity to execute and deliver such agreement for its respective Party.

15.14 Counterparts. The Parties may execute the Agreement, or amendments, modifications, alterations or changes (collectively, "**Amendments**") to the Agreement, in counterparts, each of which is or shall be an original, and the counterparts constitute one and the same Agreement, or shall constitute one and the same Amendment to the Agreement. The Parties may also deliver and accept facsimile, electronically scanned or electronic signatures, which bind a Party as if the signature were an original.

15.15 Entire Agreement. The Agreement entered into by and between Customer and Khan Academy contains the entire understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of the Agreement. Any terms or conditions contained in or referenced by any purchase order, invoice, vendor registration form, online portal, "click-to-accept" agreement, or other documentation or process issued by Customer (collectively, "**Ancillary Terms**") shall be of no force or effect, even if such Ancillary Terms are accepted, acknowledged, or otherwise executed through electronic means (including by clicking "accept," "agree," or similar). Execution of, or participation in, any purchasing, vendor onboarding, or registration process shall not be construed as, or otherwise constitute, acceptance of any Ancillary Terms. In the event of any conflict, inconsistency, or ambiguity, the documents shall control in the following order of precedence: (1) any Amendments, (2) the Applicable Order, (3) any additional addenda attached hereto, (4) these TOS, (5) the Website TOS, and (6) the Guidelines. The terms of the Agreement apply to all subscriptions. This Agreement and any Amendments to this Agreement will only be effective if executed in writing by both Parties. Any unilateral modification by Customer to this Agreement or any Amendment after execution by Khan Academy shall be null and void.

15.16 Survival. Upon termination of these TOS, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 2.2 (Payment), 3.4 (Limitations on Use), 4.5 (Personal Accounts), 4.6 (Student Records), 6 (Course Content; Proprietary Materials), 8 (Confidentiality), 9 (Indemnification), 10 (Warranty Disclaimers), 12 (Limitation of Liability and Damages), 14.3 (No Refunds), and 15 (Miscellaneous).

New language

Attachment 2
Customer Commitments

Customer Role	Description
Data Validation	Customer will be responsible for setting up (and maintaining) the Clever or ClassLink roles, as applicable. The implementation of the District Service is dependent upon Customer's management of Clever or ClassLink, as applicable. Customer will share the required data with Khan Academy. Customer will be responsible for communicating internally which district users and classes should be included in the Clever or ClassLink roster data based on the service agreement. Customer will monitor and stay within the purchased licenses. If using Learning Paths, the customer will meet the technical requirements for Learning Paths so that student RIT scores sync with student accounts. Classrooms will be rostered before the Professional Learning, so that teachers, administrators, and other School Personnel are able to properly engage in the training. Customer will provide district users with access to Clever or ClassLink Single Sign On for account log-in. All student and School Personnel accounts need to be rostered and activated within 2 weeks of signing the Order Form.
Issue Management	Customer will provide timely notice of any potential issues, regarding data, access, or otherwise and provide reasonably sufficient details from which to identify and remediate any such issues. Each school site shall provide the relevant information to address potential bugs as detailed in https://support.khanacademy.org/hc/en-us/sections/360014029731-Submitting-a-Bug-Report-to-Khan-Academy-Support.
Knowledgeable Resources	Customer will be responsible for resolving all questions, incidents, and problems that are not related to use of the Approved Products, such as policy-related questions. Each school site implementing the Services is responsible for ensuring the school's technology supports the minimum requirements https://support.khanacademy.org/hc/en-us/articles/360048672692-What-devices-and-specifications-work-best-with-Khan-Academy-Districts.
Goals and Implementation Fidelity	The district will establish clear goals for platform usage and learning outcomes, actively monitor their data to ensure the program is being implemented to achieve those goals, and communicate these goals and expectations to all staff. To achieve these goals aligned with Khan Academy's efficacious usage recommendations, classrooms will dedicate a minimum of 30-60 minutes a week with Khanmigo usage. If the district is not on track to meet its objectives, administrators will collaborate proactively with our staff to design and implement effective solutions. Similarly, the district will: (a) establish clear goals for student usage; and (b) ensure that each licensed student completes a **Student Activity** within 6 weeks of signing the Order Form; and (c) ensure their students initiate in at least 5 **Khanmigo Chats** within 6 weeks of signing the Order Form and continue to do so every 4 weeks.

Coordination for PL	Professional learning will be allotted based on number of licenses in the district. If provided with virtual or in-person professional learning, Customer will provide facilities and equipment (e.g., computers with Internet connection, and projectors) to the extent Vendor offers onsite Professional Learning. Customer staff will assist Vendor in coordinating Professional Learning workshops (whether onsite or virtual). Coordination includes scheduling events, communication with workshop participants, meal planning, distributing pre workshop materials, tracking participant attendance. Customer will provide a minimum of 4 weeks notice for in-person professional learning sessions (where available) and a minimum of 2 weeks notice for virtual professional learning sessions.
Teacher Advocates	Customer will establish a teacher leader program to support the implementation of the District Service. Teacher leaders will assist in addressing questions from educators and ensure that classroom time is allocated for effective use of the District Service.
Project Manager	Customer will designate a project manager responsible for working with the Vendor Account Manager and Professional Learning team; participating in the regularly scheduled reviews with the Vendor Account Manager; reviewing data toward goals; modifying incorrect student and School Personnel information and adding any missing information; serving as the primary point of contact for the Vendor regarding the District Service; and participating in product training sessions. Customer will validate that Lastinger Center has access as an Administrator within 2 weeks of executing the Order Form and will ensure that Lastinger Center maintains access through the term of the Order Form.
Decision Makers	Customer agrees to maintain their organization's readiness, resource availability, and communication for decisions and issues in a manner to accommodate and not hinder the project. This includes availability from the role-type decision makers so that the District Service may be timely implemented.

ATHLETIC TRAINING AND SERVICE AGREEMENT BETWEEN SUWANNEE COUNTY SCHOOL BOARD, FLORIDA AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

THE ATHLETIC TRAINING AND SERVICE AGREEMENT ("Agreement") between **SUWANNEE COUNTY SCHOOL BOARD, FLORIDA** located at 1740 Ohio Ave. South, Live Oak, Florida 32064 ("School Board") and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** ("University"), for the benefit of the **COLLEGE OF MEDICINE** ("College of Medicine"), **DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE** and is hereby amended effective July 27, 2026 ("Effective Date") as follows:

WITNESSETH:

WHEREAS, in support of its educational programs and its service mission. College of Medicine enters into agreements pursuant to which it provides athletic trainer services through its University's employed professionals;

WHEREAS, the School Board has the continued need for Board Certified Athletic Trainer ("AT") to provide services at Suwannee County Public Schools, Specifically a School Board's high school (Branford) during the 2026-2027 school year ("School Year"), and the parties desire to extend the Agreement for the 2026-2027 School Year.

WHEREAS, the educational programs of University will be enhanced because of opportunities for faculty, residents, fellows, and students to participate in educational, clinical, and administrative responsibilities through the cooperative efforts of School and University; and

WHEREAS, Under Article IX § 7 (a) of the Florida Constitution, University's purpose or "mission" is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state's citizens, and the provision of University's services within the scope of the arrangement described hereunder operates to further these important goals by providing a public service to the School by providing access to board certified Athletic Trainers for students enrolled in School.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as set forth in this Agreement.

1. Pursuant to this Agreement, School Board contracts with University to provide AT services at its School. University will assign to Branford High School one AT to provide AT services as needed, at least twenty (20) hours per week.

2. The overall goal of the AT providing University AT Services, is to help plan, organize, coordinate, and supervise the sports medicine program for all sports within the athletic program at the school. To assure consistency in the athletic programs of the Suwannee County Schools, the School Board will require each school to follow and adhere to athletic programs policies and procedures established by UF Health Orthopaedics.

3.

a. The University agrees to provide Services for Branford High School on an as needed basis, for at least twenty (20) hours per week, at a rate of $42.50 per hour. The University will invoice School Board monthly for all services rendered during the preceding month. Payments shall commence on September 1, 2026, and continue through July 31, 2027.

b. Further, School Board will provide, at its sole cost, all athletic training supplies, and will ensure that reasonable and adequate supplies and equipment will be available onsite at each respective school.

c. All payments will be made pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stat. Checks for Services rendered pursuant to this Agreement, and travel expenses incurred will be made payable to Florida Clinical Practice Association, Inc., and mailed to the attention of Department of Orthopaedic Surgery and Sports Medicine, c/o to Annie Guillarmond, P.O. Box 112727, Gainesville, Florida, 32611.

Invoices for travel reimbursement or additional AT Services will be sent to:
Suwannee County School Board, Florida
c/o Mr. Jimmy Wilkerson
1740 Ohio Ave. South
Live Oak, FL 32064

Checks will be made payable and mailed to:
Florida Clinical Practice Association, Inc.
Department of Orthopaedic Surgery and Sports Medicine
PO Box 112727
Gainesville, FL 32611-2727

4. The AT's first responsibility, shared with parents, Supervising Physician (defined infra), and coach, is the welfare, safety, and physical condition of all athletes. AT Services will include the following:

a. Participate in the evaluation and treatment of minor injuries.

b. Participate in the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries.

c. Offer preventative taping of athletes, as needed.

d. Provide recommendation for exercise or other physical measures for minor injuries under the directions, supervision and review of a physician.

e. Provide the appropriate procedures for the prevention, assessment, treatment, and rehabilitation of athletic injuries within their scope of practice and under protocols

established by the AT's supervising physician ("Supervising Physician"), a licensed Doctor of Medicine or Osteopathic Medicine and in accordance with Florida Licensure Statute 468.713 and Rule 64B33-4.001.

f. Maintain records on all athletes and submit a summary report at the end of the year and comply with applicable state and federal laws and regulations governing such records and as well as School policy governing student records and reports. With respect to the use and maintenance of student information the parties to comply with the requirements of 34 C.F.R. 99.33(a) governing the use and redisclosure of student information, and will not make available or distribute any student information in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA"), 20 USC 1232 g.

g. Monitor records to assure all athletes are following the school's insurance coverage and program.

h. Maintain current inventory records of athletic training room supplies and equipment.

i. Accompany competitive teams to selected school-scheduled events. The AT is expected to travel to and work at away games designated by School's athletic director, including any state and national tournaments. Approved travel by the AT will be paid for by the School Board to University.

j. When scheduling conflicts arise, the higher risk sport or contact sports will be given priority. In no event will the AT transport students in any motor vehicle.

k. Carry out assigned duties related to all sports.

l. Always conduct himself/herself in a manner that will set a good example for young men and women to follow on and off the field.

The School Board shall allow the ATs, under the direction of the University College of Medicine's Supervising Physician to participate in the preceding activities and shall permit the ATs to use its facilities and amenities as necessary to complete these activities and responsibilities. University shall provide the AT with a copy of the current Policy and Procedure Manual for Athletic Trainers. It is anticipated University's College of Medicine will be the primary provider of AT Services pursuant to this Agreement. If University does not have an AT available through its College of Medicine for providing the AT Services described herein, then University may request or coordinate coverage for AT Services through the College of Health and Human Performance ("HHP"). ATs shall be University employees.

5. The University has reviewed and is familiar with the confidentiality requirements imposed by the State and Federal law and School Board policy on student records and agrees to notify its AT employees of these confidentiality requirements and to strictly enforce the AT's compliance with these requirements. Notwithstanding the foregoing, School Board or University shall have the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or

received by University or School Board in conjunction with this Agreement, unless otherwise provided by law.

6. The School Board's Director of Curriculum and Instruction or his designees will coordinate with the University to schedule for the AT services to be rendered, such schedule to be mutually acceptable to the University, to the Athletic Director, and to the High School principal.

7. University shall withhold, or arrange for the withholding of, income tax and social security tax for its employee AT and will maintain or arrange for the provision of worker's compensation insurance for its AT. University understands that its AT will not participate in any employee benefit provided by the School Board. School Board shall have no responsibility for the payment of benefits to the AT, or for the withholding and payment of any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body.

8. Nothing in this Agreement shall constitute or be construed to be or to create a joint venture or partnership between University and the School Board. Nothing herein shall be construed as giving the School Board the right to control the professional judgment of the University, its employees and agents, and the University ATs assigned hereunder shall always act as an independent contractor. The University has agreed to make personnel who are qualified as described herein available to the School Board to provide the services previously described. University covenants and agrees that it will, in consultation with the College of Medicine's Supervising Physician, instruct and supervise its ATs to (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the profession, (iii) conduct himself or herself in manner consistent with the policies and rules and regulations of School Board, and, in the event that any AT assigned hereunder fails to meet these requirements, the University will terminate that AT's services to the School Board immediately.

9. The School Board acknowledges and agrees that it shall not exercise control or direction over the means, methods, or manner by which the University assigned AT exercise professional judgment in the provision of professional services as set forth herein. The AT shall always be acting in accordance with the terms of the statutorily prescribed protocol, under the exclusive supervision and control of the designated Supervising Physician, employed by the University's College of Medicine. The University shall be solely responsible for the activities of University assigned AT pursuant to this Agreement. The AT shall always be under the exclusive supervision, direction, and control of University College of Medicine-employed Supervising Physician. University shall be solely responsible for ensuring the proper execution and completion of University's duties, as performed through the assigned ATs.

10. To the extent that the State of Florida, on behalf of the Board of Governors, Board of Trustees, and University, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Fla. Stat., University is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars ($200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars ($300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of

Section 1004.24, Fla. Stat. Personnel and agents of University are not individually subject to actions arising from their state functions. Any damages allocated against the University as prescribed by Section 766.112, Fla. Stat., are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the University in professional liability actions. The sole remedy available to a claimant to collect damages allocated to university is as prescribed by Section 768.28, Fla. Stat. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

11. This is an Agreement for professional and specialized services and shall not be assigned by the University or by the School Board in any manner or by operation of law.

12. All title to supplies, student records, and student information shall remain the sole property of the School Board. Notwithstanding the foregoing, medical records for medical services rendered by University that are captured and retained in University's electronic medical record shall at all times be maintained, retained, and owned by University. Such medical records will be subject to the Health Insurance Portability and Accountability Act ("HIPAA").

13. Either party may terminate this Agreement as to one or more of the ATs:

a. After giving thirty (30) days prior written notice to the other party of its intention to terminate without cause.

b. Upon ten (10) days written notice to the other party if the other party fails after fifteen (15) days written notice of default or failure to comply to provide the professional services required to be provided under this agreement or fails to comply with any other provision of this agreement.

c. If this Agreement is terminated prior to the completion of the 2026-2027 school sport schedule, the School Board will be a pro rata portion of the contract fee based on the sum of $42.50 per hour for Branford High School, and total unpaid Service hours provided through the date of termination.

14. University certifies that all ATs who participate in this program will will have the following minimum qualifications:

a. Have a Baccalaureate degree.

b. Be Board of Certification certified or certified-eligible.

c. Hold an Athletic Training license or be eligible to obtain an Athletic Training license in the state of Florida.

d. Be enrolled at the University of Florida and/or be employed by or a leased employee of University.

e. If enrolled as a student at the University of Florida, demonstrate academic achievement and be in good standing with the University.

f. The AT has liability insurance as verified by the University's letter.

g. The AT will report on administrative matters to the Athletic Director, or Coach. The AT will report on medical matters to the Supervising Physician.

h. The AT providing services under this Agreement, whether University employed, or as a University student, will provide such services under the supervision and control of a University College of Medicine- employed faculty physician, and as such are protected against tort claims by University's self-insurance program for its College of Medicine. See the Certificate of Liability Protection (Attachment A) for a description of the protection afforded by The University of Florida School of Trustees and its employees and agents.

The AT will be instructed by the School Board to report on administrative matters to the Athletic Director or coach. The AT will be instructed by the School Board to report on medical matters to the Supervising Physician.

15. In accordance with section 1012.465. Florida Statutes, University will ensure that the AT will be fingerprinted at a location designated by the School Board and undergo level 2 screening as provided in section 1012.32, Florida Statutes. Associated costs shall be borne by the University. No AT who has been convicted of a crime involving moral turpitude, as determined by the School Board, shall be allowed to have direct access to students under this agreement. University's breach of this provision shall constitute a material breach of this agreement.

16. This agreement represents the entire understanding and Agreement between the parties concerning the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties.

17. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only in writing by making specific reference to this Agreement signed by both parties.

18. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including fixed communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

SCHOOL BOARD: Suwannee County School Board, Florida
c/o Ronnie Gray, Superintendent
1740 Ohio Ave. South
Live Oak, FL 32064
Email: superintendent@suwannee.k12.fl.us

UNIVERSITY: C. Parker Gibbs, M.D., Chair
UF Health Orthopaedic Surgery and Sports Medicine
College of Medicine, University of Florida
Post Office Box 112727
Gainesville, FL 32611-2727
Fax Number: (352) 273-7388

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

a. On the date delivered if by personal delivery.
b. On the date faxed if by fax, or
c. On the date upon which the Return Receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

19. Provisions contained in this Agreement, which are contrary to, prohibited by, or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

20. School Board will be responsible for securing all permissions and consents for each of its student athletes to participate in athletic events, including prior written parental consent for treatment of minors by and through the assistance of a Supervising Physician, AT, or other university provider if needed in the event of an injury or other medical condition. Written parental consent obtained by School Board shall comply with section 1014.06, Florida Statutes.

21. This Agreement and any disputes herein under shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College of Medicine and School hereby agree that the venue will be in Alachua County, Florida.

22. Neither party will discriminate against any individual on the basis of race, ethnicity, creed, color, religion, age, disability, sex, marital status, national origin, genetic information, political opinions or affiliations, and veteran status.

23. Nothing in this Agreement should be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights on any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

24. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATIONG TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, lorie.norris@suwannee.k12.fl.us, and 1740 Ohio Ave. South, Live Oak, Florida, 32064.

25. IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: THE OFFICE OF MEDIA RELATIONS AND PUBLIC AFFAIRS: 101 TIGERT HALL, 300 SW 13TH STREET, P.O. BOX 113156, GAINESVILLE, FLORIDA, 32611-3156; PHONE: 352-846-3903; FACSIMILE: 352-392-3908, OR EMAIL: pr-request@ufl.edu

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the Effective Date.

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA	**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES for the benefit of the COLLEGE OF MEDICINE, DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE**
Chairperson, Suwannee County School Board	
Signature	Signature
Ronnie Gray	Jennifer L. Hunt, M.D., M.Ed.
Name	Name
Superintendent of Schools	Interim Dean, College of Medicine
Title	Title
Date	Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ACKNOWLEDGING SIGNATURES TO THIS AGREEMENT TO ATHLETIC TRAINING AND SERVICE AGREEMENT BETWEEN THE UNIVERSITY OF FLORIDA AND SUWANNEE COUNTY SCHOOL BOARD

ACKNOWLEDGED:

By: _____
C. Parker Gibbs, M.D. Date
Chair, Department of Orthopaedic Surgery and Sports Medicine

By: _____
Kelly Sharp, M.B.A., C.P.A., C.M.A.
Associate VP for Finance & Administration
Office of the Executive VP, Health Affairs
University of Florida

ATTACHMENT A

UFHealth
UNIVERSITY OF FLORIDA HEALTH

J. Hillis Miller Health Center Self-Insurance Program
P. O. Box 112735
Gainesville, FL
32611-2735 Tel:
(352) 273-7006
Fax: (352) 273-5424

CERTIFICATE OF LIABILITY PROTECTION
University of Florida College of Medicine

This memorandum provides a summary of the professional and patient general liability protection for claims and actions which arise from the acts or omissions of University of Florida College of Medicine (UFCOM) health care faculty, residents, and employees while acting within the course and scope of their employment, and/or for UFCOM students while in an approved UFCOM course of study or training program. A full description of the terms and conditions of the protections noted herein can be obtained from the administrative office of the University of Florida J. Hillis Miller Health Center Self-Insurance Program (UFSIP), a self-insurance program created pursuant to the authority of section 1004.24, Florida Statutes.

The UFCOM is a component of the University of Florida Board of Trustees (UFBOT). To the extent the State of Florida has partially waived its immunity to tort claims as described in section 768.28, Florida Statutes, the UFBOT is protected for a professional or patient general liability claim or judgment by any one person in a sum not exceeding TWO HUNDRED THOUSAND DOLLARS ($200,000), and for total claims or judgment arising out of the same incident or occurrence in a total amount not exceeding THREE HUNDRED THOUSAND DOLLARS ($300,000), without an annual aggregate, such protection being provided by the UFSIP. Additional protection is provided by the UFSIP for total professional or patient general liability claims or judgment arising out of the same incident or occurrence up to ONE MILLION DOLLARS ($1,000,000), without an annual aggregate and inclusive of the statutory limits described above, for any loss in excess of the statutory limits of liability which is assigned to the UFBOT by action of the Legislature and Governor of the State of Florida.

Individuals and entities protected by the UFSIP who are not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of TWO MILLION DOLLARS ($2,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

Students of the UFCOM, while participating in a pre-approved course of study or training program, and when not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of ONE MILLION DOLLARS ($1,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

All liability protection described herein will respond to any claim or action arising from negligent acts or omissions on an OCCURRENCE basis, subject to applicable statutes of limitation and repose.

Professional liability actions filed against the UFBOT pursuant to section 768.28, Florida Statutes, are subject to section 766.112(2), Florida Statutes, which provides that any judgment against the UFBOT for medical malpractice actions shall be on the basis of the UFBOT's comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the UFBOT shall be pursuant to section 768.28, Florida Statutes.

This Certificate of Liability Protection does not amend, alter, or modify the protection afforded by the UFSIP and is not fully descriptive of all conditions and restrictions. Further, the UFSIP is prohibited from adding as "insureds" or "protected entities" any individual or entity not described in section 1004.24, Florida Statutes, or other statute specifically authorizing their protection, nor can their protection be contractually extended to non-insureds or non-protected entities through indemnity or save-and-hold-harmless or similar agreements.

Certificate Coverage Period: July 1, 2023 12:01 a.m. to July 1, 2024 12:01 a.m. (Named Insured Local Standard Time)

Lynette M. Belforti
Operations and Underwriting
Officer February 7, 2023

An Equal Opportunity Institution

INFO ONLY

SCSB 2027-32 (REVISED/RENEWAL)

ATHLETIC TRAINING AND SERVICE AGREEMENT BETWEEN SUWANNEE COUNTY SCHOOL BOARD, FLORIDA AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

THE ATHLETIC TRAINING AND SERVICE AGREEMENT ("Agreement") between **SUWANNEE COUNTY SCHOOL BOARD, FLORIDA** located at 1740 Ohio Ave. South, Live Oak, Florida 32064 ("School Board") and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** ("University"), for the benefit of the **COLLEGE OF MEDICINE** ("College of Medicine"), **DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE** and is hereby amended effective July 27, 2026 ("Effective Date") as follows:

WITNESSETH:

WHEREAS, in support of its educational programs and its service mission. College of Medicine enters into agreements pursuant to which it provides athletic trainer services through its University's employed professionals;

WHEREAS, the School Board has the continued need for Board Certified Athletic Trainer ("AT") to provide services at Suwannee County Public Schools, Specifically a School Board's ~~middle and~~ high ~~schools~~ (Branford, ~~Suwannee Middle, and Suwannee High; collectively the "Schools")~~ during the 2026-2027 school year ("School Year"), and the parties desire to extend the Agreement for the 2026-2027 School Year.

WHEREAS, the educational programs of University will be enhanced because of opportunities for faculty, residents, fellows, and students to participate in educational, clinical, and administrative responsibilities through the cooperative efforts of School and University; and

WHEREAS, Under Article IX § 7 (a) of the Florida Constitution, University's purpose or "mission" is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state's citizens, and the provision of University's services within the scope of the arrangement described hereunder operates to further these important goals by providing a public service to the School by providing access to board certified Athletic Trainers for students enrolled in School.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as set forth in this Agreement.

1. Pursuant to this Agreement, School Board contracts with University to provide AT services at its School~~s~~. University will assign to Branford High School one AT to provide AT services as needed, at least twenty (20) hours per week. ~~University will assign to Suwannee Middle and High School one AT to provide forty (40) hours per week of AT Services.~~

2. The overall goal of the AT providing University AT Services, is to help plan, organize, coordinate, and supervise the sports medicine program for all sports within the athletic

program at the respective schools. To assure consistency in the athletic programs of the Suwannee County Schools, the School Board will require each school to follow and adhere to athletic programs policies and procedures established by UF Health Orthopaedics.

3.

a. The University agrees to provide Services for Branford High School on an as needed basis, for at least twenty (20) hours per week, at a rate of $42.50 per hour. The University will invoice School Board monthly for all services rendered during the preceding month. Payments shall commence on September 1, 2026, and continue through July 31, 2027.

b. ~~University agrees to provide Services for Suwannee Middle School and Suwannee High School for a total sum of $71,931.20, representing coverage of forty (40) hours per week over a ten (10) month period. School Board shall remit payment in ten (10) equal monthly installments, beginning September 1, 2026 and continuing through May 27, 2027. School Board agrees that no monthly invoices will be required and School Board will automatically make all payments owed. All payments are due on the first of the month (beginning September 2026).~~

c. ~~In addition, School Board will reimburse University for all AT away game round trip mileage expenses at the maximum federal prescribed rate per mile. For the 2026-2027 School Year, University will invoice Board separately every three (3) months for mileage expenses.~~

d. Further, School Board will provide, at its sole cost, all athletic training supplies, and will ensure that reasonable and adequate supplies and equipment will be available onsite at each respective school.

e. All payments will be made pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stat. Checks for Services rendered pursuant to this Agreement, and travel expenses incurred will be made payable to Florida Clinical Practice Association, Inc., and mailed to the attention of Department of Orthopaedic Surgery and Sports Medicine, c/o to Annie Guillarmond, P.O. Box 112727, Gainesville, Florida, 32611.

Invoices for travel reimbursement or additional AT Services will be sent to:

Suwannee County School Board, Florida
c/o Mr. Jimmy Wilkerson
1740 Ohio Ave. South
Live Oak, FL 32064

Checks will be made payable and mailed to:

Florida Clinical Practice Association, Inc.
Department of Orthopaedic Surgery and Sports Medicine
PO Box 112727
Gainesville, FL 32611-2727

4. The AT's first responsibility, shared with parents, Supervising Physician (defined infra), and coach, is the welfare, safety, and physical condition of all athletes. AT Services will include the following:

a. Participate in the evaluation and treatment of minor injuries.

b. Participate in the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries.

c. Offer preventative taping of athletes, as needed.

d. Provide recommendation for exercise or other physical measures for minor injuries under the directions, supervision and review of a physician.

e. Provide the appropriate procedures for the prevention, assessment, treatment, and rehabilitation of athletic injuries within their scope of practice and under protocols established by the AT's supervising physician ("Supervising Physician"), a licensed Doctor of Medicine or Osteopathic Medicine and in accordance with Florida Licensure Statute 468.713 and Rule 64B33-4.001.

f. Maintain records on all athletes and submit a summary report at the end of the year and comply with applicable state and federal laws and regulations governing such records and as well as School policy governing student records and reports. With respect to the use and maintenance of student information the parties to comply with the requirements of 34 C.F.R. 99.33(a) governing the use and redisclosure of student information, and will not make available or distribute any student information in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA"), 20 USC 1232 g.

g. Monitor records to assure all athletes are following the school's insurance coverage and program.

h. Maintain current inventory records of athletic training room supplies and equipment.

i. Accompany competitive teams to selected school-scheduled events. The AT is expected to travel to and work at away games designated by School's athletic director, including any state and national tournaments. Approved travel by the AT will be paid for by the School Board to University.

j. When scheduling conflicts arise, the higher risk sport or contact sports will be given priority. In no event will the AT transport students in any motor vehicle.

k. Carry out assigned duties related to all sports.

l. Always conduct himself/herself in a manner that will set a good example for young men and women to follow on and off the field.

The School Board shall allow the ATs, under the direction of the University College of Medicine's Supervising Physician to participate in the preceding activities and shall permit the ATs to use its facilities and amenities as necessary to complete these activities and responsibilities. University shall provide the AT with a copy of the current Policy and Procedure Manual for Athletic Trainers. It is anticipated University's College of Medicine will be the primary provider of AT Services pursuant to this Agreement. If University does not have an AT available through its College of Medicine for providing the AT Services described herein, then University may request or coordinate coverage for AT Services through the College of Health and Human Performance ("HHP"). ATs shall be University employees.

5. The University has reviewed and is familiar with the confidentiality requirements imposed by the State and Federal law and School Board policy on student records and agrees to notify its AT employees of these confidentiality requirements and to strictly enforce the AT's compliance with these requirements. Notwithstanding the foregoing, School Board or University shall have the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by University or School Board in conjunction with this Agreement, unless otherwise provided by law.

6. The School Board's Director of Curriculum and Instruction or his designees will coordinate with the University to schedule for the AT services to be rendered, such schedule to be mutually acceptable to the University, to the Athletic Director, and to the High School principal.

7. University shall withhold, or arrange for the withholding of, income tax and social security tax for its employee AT and will maintain or arrange for the provision of worker's compensation insurance for its AT. University understands that its AT will not participate in any employee benefit provided by the School Board. School Board shall have no responsibility for the payment of benefits to the AT, or for the withholding and payment of any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body.

8. Nothing in this Agreement shall constitute or be construed to be or to create a joint venture or partnership between University and the School Board. Nothing herein shall be construed as giving the School Board the right to control the professional judgment of the University, its employees and agents, and the University ATs assigned hereunder shall always act as an independent contractor. The University has agreed to make personnel who are qualified as described herein available to the School Board to provide the services previously described. University covenants and agrees that it will, in consultation with the College of Medicine's Supervising Physician, instruct and supervise its ATs to (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the profession, (iii) conduct himself or herself in manner consistent with the policies and rules and regulations of School Board, and, in the event that any AT assigned hereunder fails to meet these requirements, the University will terminate that AT's services to the School Board immediately.

9. The School Board acknowledges and agrees that it shall not exercise control or direction over the means, methods, or manner by which the University assigned AT exercise

professional judgment in the provision of professional services as set forth herein. The AT shall always be acting in accordance with the terms of the statutorily prescribed protocol, under the exclusive supervision and control of the designated Supervising Physician, employed by the University's College of Medicine. The University shall be solely responsible for the activities of University assigned AT pursuant to this Agreement. The AT shall always be under the exclusive supervision, direction, and control of University College of Medicine-employed Supervising Physician. University shall be solely responsible for ensuring the proper execution and completion of University's duties, as performed through the assigned ATs.

10. To the extent that the State of Florida, on behalf of the Board of Governors, Board of Trustees, and University, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Fla. Stat., University is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars ($200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars ($300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Fla. Stat. Personnel and agents of University are not individually subject to actions arising from their state functions. Any damages allocated against the University as prescribed by Section 766.112, Fla. Stat., are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the University in professional liability actions. The sole remedy available to a claimant to collect damages allocated to university is as prescribed by Section 768.28, Fla. Stat. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

11. This is an Agreement for professional and specialized services and shall not be assigned by the University or by the School Board in any manner or by operation of law.

12. All title to supplies, student records, and student information shall remain the sole property of the School Board. Notwithstanding the foregoing, medical records for medical services rendered by University that are captured and retained in University's electronic medical record shall at all times be maintained, retained, and owned by University. Such medical records will be subject to the Health Insurance Portability and Accountability Act ("HIPAA").

13. Either party may terminate this Agreement as to one or more of the ATs:

a. After giving thirty (30) days prior written notice to the other party of its intention to terminate without cause.

b. Upon ten (10) days written notice to the other party if the other party fails after fifteen (15) days written notice of default or failure to comply to provide the professional services required to be provided under this agreement or fails to comply with any other provision of this agreement.

c. If this Agreement is terminated prior to the completion of the 2026-2027 school sport schedule, the School Board will be a pro rata portion of the contract fee based on the sum of $71,931.20 for Suwannee Middle School and Suwannee High School, and $42.50 per hour for Branford High School, and total unpaid Service hours provided through the date of termination.

14. University certifies that all ATs who participate in this program will will have the following minimum qualifications:

a. Have a Baccalaureate degree.

b. Be Board of Certification certified or certified-eligible.

c. Hold an Athletic Training license or be eligible to obtain an Athletic Training license in the state of Florida.

d. Be enrolled at the University of Florida and/or be employed by or a leased employee of University.

e. If enrolled as a student at the University of Florida, demonstrate academic achievement and be in good standing with the University.

f. The AT has liability insurance as verified by the University's letter.

g. The AT will report on administrative matters to the Athletic Director, or Coach. The AT will report on medical matters to the Supervising Physician.

h. The AT providing services under this Agreement, whether University employed, or as a University student, will provide such services under the supervision and control of a University College of Medicine- employed faculty physician, and as such are protected against tort claims by University's self-insurance program for its College of Medicine. See the Certificate of Liability Protection (Attachment A) for a description of the protection afforded by The University of Florida School of Trustees and its employees and agents.

The AT will be instructed by the School Board to report on administrative matters to the Athletic Director or coach. The AT will be instructed by the School Board to report on medical matters to the Supervising Physician.

15. In accordance with section 1012.465. Florida Statutes, University will ensure that the AT will be fingerprinted at a location designated by the School Board and undergo level 2 screening as provided in section 1012.32, Florida Statutes. Associated costs shall be borne by the University. No AT who has been convicted of a crime involving moral turpitude, as determined by the School Board, shall be allowed to have direct access to students under this agreement. University's breach of this provision shall constitute a material breach of this agreement.

16. This agreement represents the entire understanding and Agreement between the parties concerning the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties.

17. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only in writing by making specific reference to this Agreement signed by both parties.

18. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including fixed communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

SCHOOL BOARD: Suwannee County School Board, Florida
c/o Ronnie Gray, Superintendent
1740 Ohio Ave. South
Live Oak, FL 32064
Email: jimmy.wilkerson@scsb.us

UNIVERSITY: C. Parker Gibbs, M.D., Chair
UF Health Orthopaedic Surgery and Sports Medicine
College of Medicine, University of Florida
Post Office Box 112727
Gainesville, FL 32611-2727
Fax Number: (352) 273-7388

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

a. On the date delivered if by personal delivery.
b. On the date faxed if by fax, or
c. On the date upon which the Return Receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

19. Provisions contained in this Agreement, which are contrary to, prohibited by, or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

20. School Board will be responsible for securing all permissions and consents for each of its student athletes to participate in athletic events, including prior written parental consent for treatment of minors by and through the assistance of a Supervising Physician, AT, or other university provider if needed in the event of an injury or other medical condition. Written parental consent obtained by School Board shall comply with section 1014.06, Florida Statutes.

21. This Agreement and any disputes herein under shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College of Medicine and School hereby agree that the venue will be in Alachua County, Florida.

22. Neither party will discriminate against any individual on the basis of race, ethnicity, creed, color, religion, age, disability, sex, marital status, national origin, genetic information, political opinions or affiliations, and veteran status.

23. Nothing in this Agreement should be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights on any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

24. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATIONG TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, lorie.norris@suwannee.k12.fl.us, and 1740 Ohio Ave. South, Live Oak, Florida, 32064.

25. IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: THE OFFICE OF MEDIA RELATIONS AND PUBLIC AFFAIRS: 101 TIGERT HALL, 300 SW 13TH STREET, P.O. BOX 113156, GAINESVILLE, FLORIDA, 32611-3156; PHONE: 352-846-3903; FACSIMILE: 352-392-3908, OR EMAIL: pr-request@ufl.edu

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the Effective Date.

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

Chairperson, Suwannee County School Board

Ronnie Gray by Jennifer Barns
Signature
Ronnie Gray
Name
Superintendent of Schools
Title
JUN 2 3 2026
Date

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES for the benefit of the COLLEGE OF MEDICINE, DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE

Signature
Jennifer L. Hunt, M.D., M.Ed.
Name
Interim Dean, College of Medicine
Title

Date

"Approved as to Form and Sufficiency
BY _____ For
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ACKNOWLEDGING SIGNATURES TO THIS AGREEMENT TO ATHLETIC TRAINING AND SERVICE AGREEMENT BETWEEN THE UNIVERSITY OF FLORIDA AND SUWANNEE COUNTY SCHOOL BOARD

ACKNOWLEDGED:

By: _____
C. Parker Gibbs, M.D. Date
Chair, Department of Orthopaedic Surgery and Sports Medicine

By: _____
Kelly Sharp, M.B.A., C.P.A., C.M.A.
Associate VP for Finance & Administration
Office of the Executive VP, Health Affairs
University of Florida

ATTACHMENT A

UFHealth
UNIVERSITY OF FLORIDA HEALTH

J. Hillis Miller Health Center Self-Insurance Program
P. O. Box 112735
Gainesville, FL
32611-2735 Tel:
(352) 273-7006
Fax: (352) 273-5424

CERTIFICATE OF LIABILITY PROTECTION
University of Florida College of Medicine

This memorandum provides a summary of the professional and patient general liability protection for claims and actions which arise from the acts or omissions of University of Florida College of Medicine (UFCOM) health care faculty, residents, and employees while acting within the course and scope of their employment, and/or for UFCOM students while in an approved UFCOM course of study or training program. A full description of the terms and conditions of the protections noted herein can be obtained from the administrative office of the University of Florida J. Hillis Miller Health Center Self-Insurance Program (UFSIP), a self-insurance program created pursuant to the authority of section 1004.24, Florida Statutes.

The UFCOM is a component of the University of Florida Board of Trustees (UFBOT). To the extent the State of Florida has partially waived its immunity to tort claims as described in section 768.28, Florida Statutes, the UFBOT is protected for a professional or patient general liability claim or judgment by any one person in a sum not exceeding TWO HUNDRED THOUSAND DOLLARS ($200,000), and for total claims or judgment arising out of the same incident or occurrence in a total amount not exceeding THREE HUNDRED THOUSAND DOLLARS ($300,000), without an annual aggregate, such protection being provided by the UFSIP. Additional protection is provided by the UFSIP for total professional or patient general liability claims or judgment arising out of the same incident or occurrence up to ONE MILLION DOLLARS ($1,000,000), without an annual aggregate and inclusive of the statutory limits described above, for any loss in excess of the statutory limits of liability which is assigned to the UFBOT by action of the Legislature and Governor of the State of Florida.

Individuals and entities protected by the UFSIP who are not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of TWO MILLION DOLLARS ($2,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

Students of the UFCOM, while participating in a pre-approved course of study or training program, and when not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of ONE MILLION DOLLARS ($1,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

All liability protection described herein will respond to any claim or action arising from negligent acts or omissions on an OCCURRENCE basis, subject to applicable statutes of limitation and repose.

Professional liability actions filed against the UFBOT pursuant to section 768.28, Florida Statutes, are subject to

section 766.112(2), Florida Statutes, which provides that any judgment against the UFBOT for medical malpractice actions shall be on the basis of the UFBOT's comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the UFBOT shall be pursuant to section 768.28, Florida Statutes.

This Certificate of Liability Protection does not amend, alter, or modify the protection afforded by the UFSIP and is not fully descriptive of all conditions and restrictions. Further, the UFSIP is prohibited from adding as "insureds" or "protected entities" any individual or entity not described in section 1004.24, Florida Statutes, or other statute specifically authorizing their protection, nor can their protection be contractually extended to non-insureds or non-protected entities through indemnity or save-and-hold-harmless or similar agreements.

Certificate Coverage Period: July 1, 2023 12:01 a.m. to July 1, 2024 12:01 a.m. (Named Insured Local Standard Time)

Lynette M. Belforti
Operations and Underwriting
Officer February 7, 2023

An Equal Opportunity Institution

Suwannee County School District
2026–27 Uniform Statewide Assessment Calendar

According to Section 1008.22(7)(b), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C.), the uniform assessment calendar must be published on the Florida Department of Education (FDOE) website by January of each year for, at a minimum, the following two school years. Prior to posting, FDOE will complete sections 1 through 4 with the appropriate information.

Each school district must then complete the uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the FDOE by October 1 of each school year. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information provided by the Department in sections 1 through 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. The FDOE will populate this section with state-level terms in addition to those specified in s. 1008.22(7)(i), F.S. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments but should not modify any FDOE-provided information.

Acronym/Term	Definition
WIDA ACCESS	Assessment to measure English language acquisition of English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide, standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide, standardized assessment to include amount of time for administration, settings for administration of a statewide, standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
ASVAB	Armed Services Vocational Aptitude Battery
B.E.S.T.	Benchmarks for Excellent Student Thinking
CBT	Computer-Based Test
CLT	Classic Learning Test
Concordant and Comparative Scores	Concordant and comparative scores refer to scores that have been determined by establishing a relationship between assessments that measure similar (but not identical) constructs, such as the Algebra 1 End-of-Course Assessment and the SAT. In statute, concordant refers to scores associated with the ELA assessment and comparative refers to scores associated with the Algebra 1 assessment. A student can meet assessment graduation requirements by earning a concordant or comparative score, as specified in Rule 6A-1.09422, F.A.C.
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need.
District Window	The selected dates within the statewide window during which a district will administer a given assessment.
District-Required Assessments	Assessments required by the school district for students in a specific grade or course.
ELA	English Language Arts
EOC	End-of-Course

Suwannee County School District

2026–27 Uniform Statewide Assessment Calendar

Acronym/Term	Definition
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results.
FAA	Florida Alternate Assessment; The FAA—Datafolio is designed to provide meaningful information about students with the most significant cognitive disabilities who typically do not have a formal mode of communication and are working at pre-academic levels. The FAA—Performance Task is a performance-based assessment for students with the most significant cognitive disabilities aligned to the state's alternate academic achievement standards.
FACT	Florida Advanced Course Test
FAST	Florida Assessment of Student Thinking
FCLE	Florida Civic Literacy Exam
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.
NAEP	National Assessment of Educational Progress
PBT	Paper-Based Test
PM1	The baseline administration of FAST progress monitoring in the beginning of the school year.
PM2	The midyear administration of FAST progress monitoring in the middle of the school year.
PM3	The summative administration of FAST progress monitoring at the end of the school year; the statewide, standardized ELA assessment for students in grades 3 through 10 and the statewide, standardized Mathematics assessment for students in grades 3 through 8.
Progress Monitoring	The process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been. In accordance with s. 1008.25(9)(b)1., F.S., the progress monitoring assessments for VPK through grade 2 must be administered at least three times within a program year or school year, as applicable, with the first administration occurring no later than the first 30 instructional days after a student's enrollment or the start of the program or school year, the second administration occurring midyear, and the third administration occurring within the last 30 days of the program or school year. In accordance with s. 1008.25(9)(b)3., F.S., the progress monitoring assessments for grades 3 through 10 must be administered at the beginning, middle, and end of the school year.
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction.
Statewide, Standardized Assessments	All assessments required by s. 1008.22, F.S.
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment.
Testing Time	The amount of time individual students are each given to respond to test items on each test.
VPK	Florida's Voluntary Prekindergarten Education Program

Suwannee County School District
2026–27 Uniform Statewide Assessment Calendar

2. Test, Type, and Purpose/Use

FDOE will populate this section with information related to state-level tests. Districts may add rows as needed to define district-required tests, test type, and their purpose/use in the district, but they should not modify any FDOE-provided information. If additional types are added, define applicable types in the glossary.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
WIDA ACCESS	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S. Rule 6A-1.09432, F.A.C. Rule 6A-6.0902, F.A.C. Rule 6A-6.09021, F.A.C. Rule 6A-6.0903, F.A.C.
WIDA Alternate ACCESS	Diagnostic	Measure English language acquisition of ELLs with the most significant cognitive disabilities	
ACT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. s. 1009.531, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C. Rule 6A-20.028, F.A.C.
ASVAB	Evaluative	Determine whether a student is qualified to enlist in the military and to assign an appropriate military job	s. 1003.451, F.S. s. 1008.34, F.S. Rule 6A-1.09981, F.A.C.
CLT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. s. 1009.531, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C. Rule 6A-20.028, F.A.C.
CLT10	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements	s. 1007.35, F.S. s. 1008.22, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C.
FACT	Summative	Inform course placement; college credit	s. 1007.27, F.S.
FAST PM1 and PM2	Diagnostic/Progress Monitoring	Provides information in mastering the appropriate grade-level standards and provides information on students' progress to parents, teachers, and school and program administrators. Used to provide data for accountability of the Voluntary Prekindergarten Education Program.	s. 1002.68, F.S. s. 1008.25(9), F.S. Rule 6M-8.622, F.A.C.
FCLE	Summative	If passed, exempts students from the postsecondary civic literacy assessment requirement established by s. 1007.25(5), F.S.	s. 1003.4282(3)(d), F.S. s. 1007.25(5)(b), F.S.
B.E.S.T. Writing	Summative	Purpose: statewide, standardized assessments, including FAST PM3, measure student achievement of Florida's state academic	s. 1002.38, F.S. s. 1002.394, F.S.
EOC	Summative		

Suwannee County School District

2026–27 Uniform Statewide Assessment Calendar

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
FAST PM3	Progress Monitoring/Summative	standards Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement ratings; district grades; School Improvement; Federal Percent of Points Index (FPPI); Value-Added Model (VAM); Scholar designation; Credit Acceleration Program; school improvement plans; school, district, state and federal reporting; assessment provisions for students in scholarship programs and stationed on military bases; New Worlds Reading Initiative; Reading Achievement Initiative for Scholastic Excellence (RAISE) Program	s. 1002.395, F.S. s. 1002.45, F.S. s. 1002.68, F.S. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1003.4285, F.S. s. 1003.433, F.S. s. 1003.485, F.S. s. 1004.04, F.S. s. 1008.212, F.S. s. 1008.213, F.S. s. 1008.22, F.S. s. 1008.25, F.S. s. 1008.33, F.S. s. 1008.34, F.S. s. 1008.341, F.S. s. 1008.3415, F.S. s. 1008.345, F.S. s. 1008.365, F.S. s. 1012.34, F.S. s. 1012.56, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. Rule 6A-1.0943, F.A.C. Rule 6A-1.09430, F.A.C. Rule 6A-1.09432, F.A.C. Rule 6A-1.09963, F.A.C. Rule 6A-1.09981, F.A.C. Rule 6A-1.099811, F.A.C. Rule 6A-1.099822, F.A.C. Rule 6A-1.099828, F.A.C. Rule 6A-5.0411, F.A.C. Rule 6A-6.0212, F.A.C. Rule 6A-6.0531, F.A.C. Rule 6A-6.0532, F.A.C. Rule 6A-10.042, F.A.C.
FAA–Performance Task	Summative		
FAA—Datafolio	Portfolio		
Statewide Science Assessment	Summative		

Suwannee County School District

2026–27 Uniform Statewide Assessment Calendar

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S. s. 1008.22, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C.
PSAT10	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements	s. 1007.35, F.S. s. 1008.22, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C.
PSAT/NMSQT	Summative	Inform course placement; can be used as a concordant or comparative score to meet Algebra 1 assessment graduation requirements	s. 1007.35, F.S. s. 1008.22, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C.
SAT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. s. 1009.531, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C. Rule 6A-20.028, F.A.C.

3. Required Statewide Assessments

The following assessments are required for students as indicated in the **Students to Be Tested** column. FDOE will complete this section with the required statewide assessments. Districts should then populate the **District Window** column for each assessment in the table but should not modify any FDOE-provided information.

When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
VPK FAST PM1	Students enrolled in VPK	First 30 instructional days after a student's enrollment or the start of a program year or school year	**August 10-September 22, 2026**	CBT	10–20 minutes	Immediately following test completion
FAST PM1	Kindergarten–Grade 1 ELA Reading[1]	August 3–September 25, 2026	**September 8-September 18, 2026**	CBT[2]	10–20 minutes	Immediately following test completion

Suwannee County School District

2026–27 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAST PM1	Grade 2 ELA Reading[1]	August 3–September 25, 2026	**September 8-September 18, 2026**	CBT[2]	15–20 minutes	Immediately following test completion
FAST PM1	Kindergarten–Grade 2 Mathematics[1]	August 3–September 25, 2026	**September 8-September 18, 2026**	CBT[2]	20–30 minutes	Immediately following test completion
FAST PM1	Grades 3–10 ELA Reading	August 10–September 25, 2026	**September 8-September 17, 2026**	CBT[2]	90 minutes[3]	Immediately following test completion
FAST PM1	Grades 3–5 Mathematics	August 10–September 25, 2026	**September 8-September 17, 2026**	CBT[2]	80 minutes[3]	Immediately following test completion
FAST PM1	Grades 6–8 Mathematics	August 10–September 25, 2026	**September 8-September 17, 2026**	CBT[2]	100 minutes[3]	Immediately following test completion
FAA—Datafolio[4]	Grades 3–10 ELA (Reading and Writing); Grades 3–8 Mathematics; Grades 5 and 8 Science; and Algebra 1, Biology 1, Civics, Geometry, and U.S. History EOCs	Collection Period 1: August 31–October 9, 2026	**N/A**	PBT	Varies/Untimed	June 2027
PSAT/NMSQT[7]	Grade 10 students in districts that selected PSAT/NMSQT	October 2026	**October 16, 2026**	CBT/PBT	134 minutes	4–6 weeks after testing
PreACT[7]	Grade 10 students in districts that selected PreACT	October 2026–April 2027	**N/A**	CBT/PBT	150 minutes	Approximately 2 weeks after testing
FAA—Datafolio[4]	Grades 3–10 ELA (Reading and Writing); Grades 3–8 Mathematics; Grades 5 and 8 Science; and Algebra 1, Biology 1, Civics, Geometry, and U.S. History EOCs	Collection Period 2: November 9–December 11, 2026	**N/A**	PBT	Varies/Untimed	June 2027
FCLE	Students enrolled in associated courses	November 2–December 18, 2026	**November 2–December 18, 2026**	CBT[2]	160 minutes[5]	Immediately following test completion
VPK FAST PM2	Students enrolled in VPK	Midyear	**November 20, 2026–February 2, 2027**	CBT	10–20 minutes	Immediately following test completion

Suwannee County School District

2026–27 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
CLT10[7]	Grade 10 students in districts that selected CLT10	November 2026–April 2027	**N/A**	PBT/CBT	120 minutes	Within 3 weeks
FAST PM2	Kindergarten–Grade 1 ELA Reading	November 30, 2026–January 22, 2027	**November 30, 2026–December 4, 2026**	CBT[2]	10–20 minutes	Immediately following test completion
FAST PM2	Grade 2 ELA Reading	November 30, 2026–January 22, 2027	**November 30, 2026–December 4, 2026**	CBT[2]	15–20 minutes	Immediately following test completion
FAST PM2	Kindergarten–Grade 2 Mathematics	November 30, 2026–January 22, 2027	**December 7, 2026–December 11, 2026**	CBT[2]	20–30 minutes	Immediately following test completion
FAST PM2	Grades 3–10 ELA Reading	November 30, 2026–January 22, 2027	**November 30, 2026–December 4, 2026**	CBT[2]	90 minutes[3]	Immediately following test completion
FAST PM2	Grades 3–5 Mathematics	November 30, 2026–January 22, 2027	**December 7, 2026–December 11, 2026**	CBT[2]	80 minutes[3]	Immediately following test completion
FAST PM2	Grades 6–8 Mathematics	November 30, 2026–January 22, 2027	**December 7, 2026–December 11, 2026**	CBT[2]	100 minutes[3]	Immediately following test completion
FAA—Datafolio[4]	Grades 3–10 ELA (Reading and Writing); Grades 3–8 Mathematics; Grades 5 and 8 Science; and Algebra 1, Biology 1, Civics, Geometry, and U.S. History EOCs	Collection Period 3: February 22–March 26, 2027	**N/A**	PBT	Varies/Untimed	June 2027
ACT[7]	Grade 11 students in districts that selected ACT	February–April 2027	**N/A**	CBT	175 minutes	3–8 weeks after test administration
CLT[7]	Grade 11 students in districts that selected CLT	February–April 2027	**N/A**	CBT	120 minutes	Within 8 business days
SAT[7]	Grade 11 students in districts that selected SAT	March–April 2027	**March 2, 2027**	CBT	134 minutes	2–4 weeks after test administration

Suwannee County School District

2026–27 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAA—Performance Task[6]	Grades 3–8 ELA and Mathematics; Grades 4–8 Writing; Grades 5 and 8 Science; and Civics EOC	March 1–April 16, 2027	**March 1–April 16, 2027**	PBT	Varies/Untimed	June 2027
FAA—Performance Task[6]	Grades 9 and 10 ELA; Grades 9 and 10 Writing; and Algebra 1, Biology 1, Geometry, and U.S. History EOCs	March 8–April 23, 2027	**March 8–April 23, 2027**	PBT	Varies/Untimed	June 2027
B.E.S.T. Writing	Grades 4–10	March 29–April 9, 2027	**April 1–April 9, 2027**	CBT[2]	120 minutes[5]	June 2027
FCLE	Students enrolled in associated courses	March 29–May 28, 2027	**March 29–May 28, 2027**	CBT[2]	160 minutes[5]	Immediately following test completion
VPK FAST PM3	Students enrolled in VPK	The last 30 days of the program or school year	**April 8-May 27, 2027**	CBT	10–20 minutes	Immediately following test completion
FAST PM3	Kindergarten ELA Reading[8]	April 12–May 28, 2027	**April 12-May 27, 2027**	CBT[2]	10–20 minutes	Immediately following test completion
FAST PM3	Grades 1–2 ELA Reading[8]	April 12–May 28, 2027	**April 12–May 27, 2027**	CBT[2]	15–20 minutes	Immediately following test completion
FAST PM3	Kindergarten –Grade 2 Mathematics[8]	April 12–May 28, 2027	**April 12–May 27, 2027**	CBT[2]	20–30 minutes	Immediately following test completion
FAST PM3	Grades 3–10 ELA Reading	May 3–28, 2027	**May 3–28, 2027**	CBT[2]	120 minutes[3]	Immediately following test completion
FAST PM3	Grades 3–5 Mathematics	May 3–28, 2027	**May 3–28, 2027**	CBT[2]	100 minutes[3]	Immediately following test completion
FAST PM3	Grades 6–8 Mathematics	May 3–28, 2027	**May 3–28, 2027**	CBT[2]	120 minutes[3]	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs	Students enrolled in associated courses	May 3–28, 2027	**May 3–28, 2027**	CBT[2]	160 minutes[3]	Immediately following test completion
Statewide Science	Grades 5 and 8	May 3–28, 2027	**May 3–28, 2027**	CBT[2]	120 minutes[3]	Immediately following test completion

[1] K–2 FAST assessments for PM1 must be administered within the first 30 instructional days of the school year.

[2] Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

[3] Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

[4] The FAA—Datafolio is designed for students with the most significant cognitive disabilities for whom participation in the general statewide assessment or the FAA—Performance Task is inappropriate, even with accommodations.

[5] Any student who has not completed the test by the end of the allotted time may continue working up to half the length of a typical school day.

[6] The FAA—Performance Task is designed for students with the most significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

[7] Each district must choose to administer the CLT10, PreACT, or PSAT/NMSQT for grade 10 and the ACT, CLT, or SAT for grade 11. Complete the row for the assessments chosen by your district and then change the background for the assessment not chosen to gray and leave the district window cell blank.

[8] K–2 FAST assessments for PM3 must be administered within the last 30 instructional days of the school year.

4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. The FDOE will complete this section with the applicable statewide assessments. Districts should then populate the **District Window** column for the assessments in the table below but should not modify any FDOE-provided information. If an assessment is not being administered in your district, indicate "N/A" in the District Window column.

Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Students to Be Tested[3]	Statewide Window	District Window	Mode	Testing Time	Results Expected
ASVAB		August 2026–May 2027	**November 2026**	CBT/PBT	CBT: 198 minutes PBT: 149 minutes	Approximately 2 weeks after testing
FAST Grade 10 ELA Reading Retake		September 8 –October 2, 2026	**September 9-September 17**	CBT[1]	120 minutes[2]	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs		September 8 –October 2, 2026	**September 9-September 17**	CBT[1]	160 minutes[2]	Immediately following test completion
FAA—Performance Task[4] Grade 10 ELA and Algebra 1 EOC Makeup		September 21–October 23, 2026	**September 21–October 23, 2026**	PBT	Varies/Untimed	December 2026
FAST Grade 10 ELA Reading Retake		November 30–December 18, 2026	**December 7-December 11, 2026**	CBT[1]	120 minutes[2]	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs		November 30–December 18, 2026	**December 3-December 11, 2026**	CBT[1]	160 minutes[2]	Immediately following test completion
FACT College Algebra		November 30–December 18, 2026	**N/A**	CBT[1]	160 minutes[2]	Immediately following test completion

Suwannee County School District

2026–27 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested[3]	Statewide Window	District Window	Mode	Testing Time	Results Expected
WIDA ACCESS	Kindergarten students currently classified as ELL with "LY" code	January 11–March 12, 2027	**January 11–March 12, 2027**	PBT	45 minutes	June 2027
WIDA ACCESS	Grades 1–12 students currently classified as ELL with "LY" code	January 11–March 12, 2027	**January 11–March 12, 2027**	CBT	105–245 minutes[1] (varies by grade-level/tier)	June 2027
WIDA Alternate ACCESS	K–12 students with the most significant cognitive disabilities and currently classified as ELL with "LY" code	January 11–March 12, 2027	**January 11–March 12, 2027**	PBT	120 minutes	June 2027
FAST Grade 10 ELA Reading Retake		May 3–28, 2027	**May 3–28, 2027**	CBT[1]	120 minutes[2]	Immediately following test completion
FACT College Algebra	Students enrolled in associated courses	May 3–28, 2027	**N/A**	CBT[2]	160 minutes[3]	Immediately following test completion
FAST Grade 3 ELA Reading		June 21–25, 2027 July 12–16, 2027	**June 21–25, 2027**	CBT[2]	120 minutes[2]	Immediately following test completion
FAST Grade 10 ELA Reading Retake		June 21–25, 2027 July 12–16, 2027	**June 21–25, 2027** **July 12–16, 2027**	CBT[1]	120 minutes[2]	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs		June 21–25, 2027 July 12–16, 2027	**June 21–25, 2027** **July 12–16, 2027**	CBT[1]	160 minutes[2]	Immediately following test completion

[1] Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

[2] Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

[3] If indicated, "applicable students" relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

[4] The FAA—Performance Task is designed for students with the most significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

Suwannee County School District

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5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in the district.

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
Write Score	Grades 4-10	**Nov. 2 - 6, 2026** **Jan. 26 – Feb. 1, 2027**	CBT	120 minutes each; total 240 minutes	2 4 weeks
STAR Reading (ELA)	Grades 9-10	**Aug. 19 - Sept. 25, 2026** **Nov. 16 - Jan. 8, 2027**	CBT	20 minutes each; total 40 minutes	Immediately following test completion
STAR Reading (ELA)	Grades 6-8 at Suwannee Middle School	**Aug. 19 - Sept. 25, 2026** **Nov. 16 - Jan. 8, 2027**	CBT	20 minutes each; total 40 minutes	Immediately following test completion
STAR Math	Grades 9-10 8th grade students enrolled in Algebra I	**Aug. 19 - Sept. 25, 2026** **Nov. 16 - Jan. 8, 2027**	CBT	20 minutes each; total 40 minutes	Immediately following test completion
STAR Math	Grades 6-8 at Suwannee Middle School	**Aug. 19 - Sept. 25, 2026** **Nov. 16 - Jan. 8, 2027**	CBT	20 minutes each; total 40 minutes	Immediately following test completion
Science Diagnostic (Performance Matters)	Grade S, Grade 8	**Aug. 2S - Sept. 25, 2026** **Feb. 16 - March 5, 2027**	CBT	50 minutes; total 100 minutes	Immediately following test completion
USH Diagnostic (Performance Matters)	Students enrolled in US History (grade 11)	**Aug. 25 - Sept. 25, 2026** **Feb. 16 - March 5, 2027**	CBT	50 minutes; total 100 minutes	Immediately following test completion
Biology Diagnostic (Performance Matters)	Students enrolled in Biology (grade 10)	**Aug. 25 - Sept. 25, 2026** **Feb. 16 - March 5, 2027**	CBT	50 minutes; total 100 minutes	Immediately following test

Suwannee County School District
2026–27 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
					ompletion
Civics Diagnostic (Performance Matters)	Grade 7	**Aug. 25 - Sept. 25, 2026** **Feb. 16 - March 5, 2027**	CBT	50 minutes; total 100 minutes	Immediately following test completion
I-Ready ELA and Math Diagnostic	Kindergarten Grades 1-5	**Aug. 17 - Sept. 25, 2026** **Dec. 1, 2026 - Jan. 15, 2027** **Apr. S - May 21, 2027**	CBT	120 minutes each; total 360 minutes	Immediately following test completion

6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in 5ections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)
VPK	60	0	60
K	150	360	510
1	150	360	510
2	150	360	510
3	560	360	920
4	680	360	1040
5	840	460	1300
6	740	320	1060
7	900	420	1320
8	900	420	1320
9	740	320	1060
10	714	420	1134
11	294	100	394
12	160	0	160

[1]The amount of time for grade 10 statewide assessments will depend on whether a district selects CLT10, PreACT, or PSAT/NM5QT. If CLT10, use 700 minutes (580 + 120) for the grade 10 Statewide Assessments cell. If PreACT, use 730 (580 + 150) for the grade 10 Statewide Assessments cell. If PSAT/PSAT/NM5QT, use 714 (580 + 134) for the grade 10 Statewide Assessments cell.

Suwannee County School District

2026–27 Uniform Statewide Assessment Calendar

[2]The amount of time for grade 11 statewide assessments will depend on whether a district selects ACT, CLT, or SAT. If ACT, use 335 minutes (160 + 175) for the grade 11 Statewide Assessments cell. If CLT, use 280 minutes (160 + 120) for the grade 11 Statewide Assessments cell. If SAT, use 294 minutes (160 + 134) for the grade 11 Statewide Assessments cell.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

ENROLLMENT AND TUITION CONTRACT FOR STATE

SCHOLARSHIP RECIPIENTS

THIS IS A LEGALLY BINDING CONTRACT.

PLEASE READ CAREFULLY.

THIS CONTRACT is entered into by _____

(parent/guardian's name), hereinafter the **"Parent,"** on behalf of _____ (student's full legal name), hereinafter the **"Student,"** to enroll the Student in courses/programs offered by the Suwannee County School Board, Florida, hereinafter "SCSB," that are eligible for reimbursement pursuant to § 1002.394, Florida Statutes, the "Family Empowerment Scholarship Program," § 1002.395, Florida Statutes, the "Florida Tax Credit Scholarship Program" (collectively, "FTC/FES Scholarships"), and other eligible Florida state-sponsored scholarships.

By signing this contract, the Parent agrees to pay (SCSB) tuition and/or fees as set forth herein.

The Parent's signature and/or initials on this contract evidence the Parent's understanding and agreement to the contract's terms. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parent hereby agrees to the following:

1. Term

Except as otherwise expressly provided, the term of this contract is the **SCSB** _____academic school year.

2. ENROLLMENT

A. The Student must have been awarded eligible state Scholarship funds to enroll in courses/programs under this contract. This means the Student is neither enrolled full-time in public school or is participating in any of the programs listed in §§ 1002.394(6) and 1002.395(4), Florida Statutes.

B. The Parent agrees to enroll the Student in the courses/programs made available by SCSB using the online SCSB application and signing the "Suwannee Scholarship Student Agreement Form" attached as "Exhibit A."

C. Enrollment in any course/program identified in Exhibit A is subject to availability. SCSB reserves the right to reject enrollment in any of these courses/programs. There is no guarantee of enrollment in any given course/program.

D. After initial enrollment, the Parent must continue making payments for the course/program each quarter (i.e., grading period) by the applicable deadline set forth in Exhibit A. Otherwise, the Student will not be enrolled in the course/program for that quarter and may not receive a passing grade.

E. The Student is not considered a full-time public school student by enrolling in courses/programs under this contract. However, the Parent acknowledges and agrees that the Student's enrollment will be subject to all applicable SCSB policies, including but not limited to the SCSB Code of Student Conduct, immunization requirements and Board Policies. SCSB policies are available by visiting: SCSB Board Policy

F. Registration will be facilitated by district staff member assigned by SCSB.

G. The Parent must grant SCSB access to the Student's educational records. The Student's information may be shared for legitimate educational purposes pursuant to School Board Policy 8.33.

H. The Parent acknowledges and agrees that pursuant to §§ 1002.394 and 1002.395, Florida Statutes, SCSB is not obligated to provide the Student with a Free Appropriate Public Education (FAPE) under state and federal disability laws. If the Student requires services under these laws, the Parent may use scholarship funds to procure those services.

I. No transportation will be provided by SCSB to or from any course/program under this contract.

3. TUITION AND RELATED FEES

A. The Parent agrees to pay the course/program fees identified in Exhibit A directly to SCSB.

B. SCSB shall only provide course/program instruction as part of this contract. Students are limited to 2 courses per semester.

C. Payments are non-refundable and non-transferrable and must be made before the Student participates in a course/program by the applicable deadline set forth in Exhibit A.

D. Course/program fees are to be paid to the SCSB through the Education Market Assistant on the Step Up for Students website: Step Up for Students.

E. If payment is not received by the applicable deadline, the Student will be withdrawn from the course/program.

4. ATTENDANCE AND CONDUCT

A. Participating students shall be governed by all applicable district attendance policies.

B. The Parent agrees to familiarize the Student with the SCSB Code of Student Conduct, available at Code of Conduct. The Student must comply with the applicable Code of Student Conduct and all school rules to participate in the course/program.

C. The Student can be immediately withdrawn from the course/program due to violations of the Code of Student Conduct. If the Student is withdrawn by SCSB, no cancellation or refund will be issued.

5. ACADEMIC GRADES & RECORDS

A. The Student will receive an academic grade for each grading period of the course/program the Student successfully completes.

B. The Student will not be allowed to continue to attend courses/programs or sit for examinations unless tuition and fees are paid by stated deadlines.

C. All accounts must be paid in full before records and transcripts of course/program completion can be released

6. NOTICES

A. The Parent agrees to receive all notices under this contract via the e-mail address listed on the Registration Form.

B. Any notices to SCSB under this contract must be submitted to

suwanneescholarship@suwannee.k12.fl.us

7. CANCELLATION OPTION

The Parent may cancel this contract at any time but refunds will only be issued during the first 10 days of the course. Cancellation notices must be submitted to SCSB in accordance with paragraph 6., above. Upon cancellation, no refund will be provided if past the 10-day window, and the Student may not receive a passing grade.

8. INDEMNIFICATION AND HOLD-HARMLESS

A. To the fullest extent permitted by law, the Parent agrees to indemnify and hold harmless SCSB from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, reasonable attorneys' fees, expenses, court costs, and all other reasonable expenses arising from this contract.

B. The Parent also acknowledges that the Student may be injured while attending a course/program or while engaging in student activities, and hereby releases and holds harmless SCSB, its agents, and its employees from all claims, damages, and other liability for injury or illness to the Student or damage to the Student's property where such claims, damages, or other liability are not the result of gross negligence by SCSB, its agents, or its employees.

9. GOVERNING LAW & VENUE

This contract shall be governed by and construed in accordance with the laws of the state of Florida, without regard to conflicts of law principles. With respect to any action arising out of this contract, the Parent accepts the exclusive jurisdiction of the state courts in Florida and agrees that venue shall lie exclusively in Suwannee County, Florida. Except as otherwise provided in this contract, each party shall be responsible for its own attorney fees and costs. The parties expressly waive all rights to a trial by jury.

10. FORCE MAJEURE

SCSB's duties and obligations under this contract are suspended immediately without notice during all periods that SCSB is closed because of force majeure events including, but not limited to, any fire, act of God, weather disaster, war, governmental action, act of terrorism, epidemic, pandemic or any other event beyond SCSB's control. If such an event occurs, SCSB's duties and obligations in this contract will be postponed until such time as SCSB, in its sole discretion, may safely resume services. In the event that SCSB cannot resume services due to an event under this clause, SCSB is under no obligation to cancel or refund any portion of the tuition or fees paid.

11. ENTIRE CONTRACT AND MODIFICATION

This contract constitutes the entire understanding of the parties with respect to the matters covered herein, and supersedes any prior or contemporaneous agreements, representations or discussions, whether written or oral. This contract may only be altered, amended, or modified by a written instrument duly signed by the parties. No custom or course of dealing between the parties shall in any way vary or alter the terms and conditions of this contract. If any provision of this contract is invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, or judicial decision, all other conditions and provisions shall remain in full force and effect.

12. SURVIVAL

The terms of paragraphs 3., 8., and 9 shall survive the expiration or termination of this contract for any reason.

13. AUTHORITY

The Parent represents and warrants that he or she has the authority to sign on behalf of the Student and acknowledges that this contract is a legal, valid, and binding obligation, enforceable in accordance with its terms. No separate agreement or court order, including but not limited to agreements or court orders governing unmarried, divorced, or separated parents, shall excuse performance under this contract.

BY SIGNING BELOW, THE PARENT AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT:

Parent (Signature) _____ Date _____

Parent (Print Name) _____

ATTACHMENT:

EXHIBIT A: Suwannee Scholarship Student Agreement Form

Exhibit A: Suwannee Scholarship Student Agreement Form
Suwannee County School Board

Last Name:	First Name:	Date of Birth:
School:		School Year:

Purpose:

The State of Florida provides several different opportunities for parents to participate in scholarship programs to provide for the educational needs of their children. Some of these programs authorize the use of scholarship funds for contracted services provided by a public school or school district. This document outlines the standard operating procedures for interested parents and the district in regards to use of these funds for contracted services with the Suwannee County School Board.

Available Classes Services:

1. Part-time virtual classes utilizing Edgenuity
2. Part-time brick/mortar classes
3. Therapeutic services for students with disabilities
4. Participation in school clubs/organizations, when permitted by scholarship guidelines
5. Assessment needs, including but not limited to:
    a. Advanced Placement assessments
    b. Industry certification tests aligned with courses taken by the student with SCSB
    c. Standardized state assessments

Classes and services provided through this program may not be part of an equitable service plan. Initial evaluations, reevaluations, and matrix updates are provided at no cost under the provisions of the Individuals Education Act (IDEA).

General Requirements:

1. Scholarship families must comply with all state requirements and mandatory procedures for their scholarship of choice.
2. While on campus and/or participating in services provided by the Suwannee County School Board, for-pay scholarship students will be governed by all applicable Suwannee County School Board Policies, the Comprehensive Pupil Progression Plan, and the Code of Student Conduct.
3. Assessments facilitated by the Suwannee County School Board shall be governed by all rules and procedures outlined by the test publisher and district.
4. Scholarship pay-for-services students shall not arrive early or remain on campus after their scheduled class or activity. Parents/students are responsible for their own transportation to and from campus.
5. Enrollment in coursework and activities shall be contingent upon the district having space available in the course and/or activity at the requested location.

6. Students interested in signing up for virtual or brick/mortar coursework shall sign up and notify the district no later than 10 business days before the start of the semester.
7. Student device access:
    a. Elementary students taking brick/mortar coursework shall be issued a district chromebook if needed and if there is available district inventory.
    b. Secondary students (grades 6-12) taking brick/mortar shall be issued a district chromebook if needed and if there is available district inventory.
    c. Students issued a district device must follow all responsible use and chromebook device policies outlined by the district. A technology agreement must be signed by the student and parent before a chromebook is issued.
    d. Damage to devices issued to the student may result in repair/replacement fees.
8. Parking
    a. Students driving to and from campuses shall follow all campus guidelines for student parking.
9. Student behavior
    a. Students that exhibit misbehavior as outlined in the Suwannee County School Board Code of Student Conduct shall be subject to dismissal from the course or service.
10. All students who participate in SCSD campus-based activities/testing are required to have age-appropriate vaccinations.
11. Students interested in participating in an assessment opportunity with the district must request the service in EMA at least 1 month prior to the opening of the state assessment window, assessment date or assessment registration deadline, whichever comes first.
12. Failure to follow any of these general requirements may result in immediate discontinuation of services.

Procedures For Interested Parents/Students:

1. Login to the Education Market Assistant (EMA) portal.
    a. This can be located at: stepupforstudents.org/scholarships/logins/
2. Confirm that you have available scholarship funds to spend in the system
3. Click on "Marketplace"
4. Click on "Find Providers"
5. Select your student from the drop-down menu
6. Select the "Service Category" and search for Suwannee County School Board
7. Choose "Suwannee County School Board" and select the school location you are interested in.
    a. If you are interested in virtual coursework, choose Suwannee Virtual School
8. Select the quantity of segments or full-year courses
9. Click "Add to Cart"
10. Select "Go to Cart"
11. Follow the steps in your cart to "Reserve Funds"
12. A district representative shall contact you for next steps.

OR

Exhibit A: Suwannee Scholarship Student Agreement Form
Suwannee County School Board

1. Visit the Suwannee County School District webpage
2. Click on "Departments"
3. Click on "School Choice"
4. Click on "Suwannee Scholarship Information"
5. Use the link to notify the district that you are interested in private pay scholarship services with the district. Please detail in the email which service(s) you are interested in.
6. A district representative shall contact you for next steps.

Payment Considerations:

1. All financial transactions related to services provided to scholarship students shall occur through the Education Market Assistant (EMA) provided by Step Up for Students.
2. Funds must be available in the parent/student's scholarship account.
3. Charges will apply to courses the student is enrolled in and/or registered for at the time the scholarship becomes effective, including any courses started before but completed after the scholarship's effective date.
    a. Please note that courses are counted as part of the school year in which they are completed, regardless of which year they were requested.
    b. If the parent/student currently has no scholarship funds available, they may change the preferred start date for the course(s) to the month that their next disbursement will be available.
    c. Payment is due 10 days after the start of the course(s) or 10 days after funds are available to the parent, whichever comes first.
4. Refunds shall not be issued, in general. Example scenarios may include, but are not limited to:
    a. Students dropping or withdrawing from a course after the 10-day window
    b. Students dropped from a virtual course due to not making the required progress during the course grace period
    c. Students not following team or club rules, and so being dismissed from the team or club
    d. Students not following testing rules/procedures during an assessment
    e. Discontinuation of services for a student with a disability based on an IEP/504 team decision.

Exhibit A: Suwannee Scholarship Student Agreement Form
Suwannee County School Board

Fee Schedule:

Fee Category	Unit	Cost per unit	Notes
District Virtual Course	Per Semester	$375.00	Edgenuity options are available
Brick/Mortar Course	Per Semester	$375.00	EOC exams are included, if applicable
State Assessments	Per subject, per sitting	$50.00	
Therapeutic Services for Students with Disabilities	Per therapy, per semester	Varies by service. Please inquire.	Student IEP/504 plan must reflect desired therapy.
Participation in school club/organization	Per year, per club	Varies by club. Please inquire.	
Advanced Placement Assessment	Per sitting	$98.00	Only available to students enrolled in the district in the associated AP course
CTE Course	Per Semester	$450.00	Only available to students enrolled in the district in the associated career-themed course, fee includes industry certification assessment

By completing and signing this document, I understand and agree to all the rules and procedures it includes.

Parent/Guardian Name (Print) **Parent/Guardian Signature (Print)** **Date**

Suwannee County School District
Permission to Drive Autos Form

Driver Information:

- Name: _____
- Phone Number: _____
- Email: _____
- Vehicle Make/Model: _____
- License Plate Number: _____
- Vehicle Make/Model: _____
- License Plate Number: _____
- Driver's License Number: _____
- State of Issuance: _____
- Insurance Provider: _____
- Policy Number: _____
- Expiration Date: _____

Requirements (Check All That Apply):

☐ I am an approved volunteer with a completed background check.

☐ I have a valid driver's license.

☐ I have provided proof of current automobile insurance.

☐ I understand that I may only transport students/staff in accordance with district policies and procedures.

☐ I agree to follow all traffic laws and safety regulations while transporting students or staff.

☐ I have not been arrested or convicted of a DUI.

Acknowledgment and Agreement:

I understand that as a volunteer driver for the Suwannee County School District, I must comply with all district policies and safety regulations. I certify that the above information is accurate and agree to notify the district of any changes.

Insurance Disclaimer:

I understand that Florida is a no-fault state, and my Personal Injury Protection (PIP) coverage will be the primary coverage in the event of an accident. I acknowledge that my personal auto insurance is responsible for any damages or injuries incurred while transporting students or staff. I agree to verify with my insurer that my policy covers such activities and will obtain any additional coverage if required.

Indemnification Agreement:

I agree to hold harmless and indemnify the Suwannee County School District, its employees, and agents from any claims, liabilities, damages, or expenses arising from my operation of a personal vehicle for school-related transportation.

Signature of Driver: _____

Date: _____

Administrative Use Only:

☐ Background check verified
☐ Driver's license verified
☐ Insurance verified
☐ Indemnification agreement signed

Approved by: _____
Title: _____
Date: _____

Suwannee County School District
Designation of Beneficiary for Final Compensation

Employee Name: _____
Employee ID (if applicable): _____
Position/Department: _____

Primary Beneficiary
Name: _____
Relationship: _____
Address: _____
Phone: _____
Date of Birth: _____

Secondary (Contingent) Beneficiary (optional)
Name: _____
Relationship: _____
Address: _____
Phone: _____
Date of Birth: _____

Statement of Designation

I designate the Primary Beneficiary above to receive any final compensation due upon my death, including unpaid wages, accrued annual leave, and eligible sick leave payout under District policy. If the Primary Beneficiary predeceases me or cannot receive payment, I designate the Secondary (Contingent) Beneficiary above, if any.

Default Distribution (Florida Statute Reference)

In accordance with section 222.15, Florida Statutes, if no valid beneficiary designation is on file or all designated beneficiaries predecease me, payment may be made to the surviving spouse, or if none, to the employee's adult children, or if none, to the employee's parents.

Acknowledgment

This designation applies only to District compensation, not life insurance or retirement benefits. It revokes all prior Designations of Beneficiary for Final Compensation on file and remains effective until I submit a new written designation to the District.

Employee Signature: _____ Date: _____

Witness/HR Signature: _____ Date: _____

For District Use Only

Date Received: _____

Entered By: _____