

CURRICULUM PROVIDER AGREEMENT

This Curriculum Provider Agreement (this "Agreement") is made and entered into as of the 17th day of May, 2018, by and between Bonneville School District, an Idaho public school district ("Bonneville"), and Williamsburg Learning, LLC, a Utah limited liability company ("WL"), with reference to the following facts and circumstances:

- A. WL is a curriculum provider based in St. George, UT;
- B. Bonneville is a public school district based in Idaho Falls, ID; and
- C. Bonneville desires to enter into this Agreement with WL to bring online courses featuring The Williamsburg Curriculum ("TWC") to Bonneville's students, and WL desires to provide TWC to Bonneville's students as provided herein. Bonneville students who enroll in TWC online courses are referred to herein as "Shared Students".

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants and agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bonneville and WL hereby agree as follows:

1. **WL Obligations.** Throughout the Term (as defined below), WL agrees to provide or to cause its affiliates to provide to Bonneville the services set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Services").

2. **Bonneville Obligations.** Throughout the Term, Bonneville agrees to assume all other duties and responsibilities aside from the Services for the benefit of Bonneville and the Shared Students, including, without limitation, the duties and responsibilities set forth in Exhibit B attached hereto and incorporated herein by reference.

In relation to their respective duties set forth in this Agreement, WL and Bonneville shall adhere to all applicable laws and regulations regarding the operation of a public school district in Idaho.

3. **Term/Termination.**

(a) **Term.** The term of this Agreement shall commence on the date of mutual execution of this Agreement (the "Effective Date") and shall continue uninterrupted until June 30, 2019 (the "Initial Term"). Following the Initial Term, the term of this Agreement shall renew automatically for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice to the other that the term of this Agreement shall not be renewed at least ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term, or unless this Agreement is terminated earlier as provided herein. The Initial Term and each Renewal Term shall be referred to collectively as the "Term."

(b) Termination This Agreement may be terminated prior to the end of the then-current Term only for the following reasons:

- (i) By the mutual written agreement of Bonneville and WL.
- (ii) Automatically in the event of bankruptcy, insolvency, liquidation, or the financial or operational inability of either Bonneville or WL to perform their respective obligations under this Agreement; provided, however, if WL terminates this Agreement under this Section 3(b)(ii) due to Bonneville's breach of this provision, Bonneville shall still be required to pay WL the full Curriculum Fee for all enrolled students for the entire academic year in which said termination takes place.
- (iii) By either party upon thirty (30) days advance written notice upon a material breach of this Agreement by the other party, which breach has not been cured within such thirty (30) day period. For purposes of this Agreement, a material breach shall include, without limitation, illegal actions by the other party or compliance and other issues which jeopardize the other party's student and/or employee safety or staff certification.
- (iv) By WL if Bonneville fails to make any required payments under this Agreement for thirty (30) days after the payment is due.

(c) Timing of Termination. Notwithstanding a party's right to terminate this Agreement prior to the end of the then-current Term, both parties pledge to make good faith efforts to continue operating under this Agreement until the end of the then current school year as defined by the Bonneville school calendar.

4. Consideration. In consideration of the Services provided by WL under this Agreement, Bonneville shall pay WL a curriculum fee (the "Curriculum Fee") in the following amounts:

<u>Course Type</u>	<u>Cost Per Semester per Student</u>
Live Courses	\$345
Self-Paced Courses	\$210
Second Language Courses (High School)	\$170
Independent Courses	\$115
Elevation Outdoor Course	\$460

Bonneville shall pay the Curriculum Fee for each course that a Shared Student is enrolled in as follows: (a) For a fall semester course, the Curriculum Fee shall be payable in four equal monthly installments due on the 1st of October, November, December, and January, and (b) for a winter semester course, the Curriculum Fee shall be payable in four equal monthly installments due on the 1st of February, March, April, and May. This Agreement does not apply to the summer semester. In the event that a Shared Student drops a course prior to the end of a semester, the Curriculum Fee for such course shall be prorated based on the percentage of the semester completed by the Shared Student, provided that if a Shared Student drops a course

within the first 21 days under the satisfaction guarantee, Bonneville shall not owe a Curriculum Fee for such course.

There shall be a cap of \$1,500 per Shared Student per semester during the Term for a standard course load. Shared students will only enroll in one Elevation session per school year as part of this cap.

5. **Registration.** Parents of Shared Students will register for WL courses directly through WL's student information system ("SIS"), with advisement from Bonneville. WL will provide Bonneville with access to login to SIS to view registration for Shared Students at any time. Shared Students will not be allowed to start coursework until their enrollment is approved by Bonneville in SIS. Once a course is approved by Bonneville, it can only be dropped if a drop request is submitted in SIS and Bonneville approves the drop request in SIS. Starting two months before a class begins, SIS will periodically notify Bonneville if there are any enrollments awaiting approval. The frequency of those notices will increase as a course start time approaches. Bonneville will provide WL with the name and email address of a representative that will be responsible for reviewing enrollments and drop requests in a timely manner. If changes are required to this registration process to comply with state rules, WL and Bonneville will work together to determine a suitable registration process as needed.

6. **Additional Special Events and Offerings.** WL may, from time to time, make available special events or offerings in addition to the TWC ("Additional Events"). Additional Events shall be available to the Shared Students except the Additional Events initialled by Bonneville below. Additional Events are provided free of charge.

Bonneville opts out of the following initialled Additional Events:

_____	Friday Inspiration Hour
_____	Class Presidency Trainings
_____	Student Body Presidency Course
_____	Occasional in-person events ("Burger Meets")
_____	Any additional optional student events/services

7. **WL Representations and Warranties.** WL hereby represents and warrants to Bonneville as follows:

(a) WL is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Utah.

(b) The execution, delivery and performance by WL of this Agreement are within WL's limited liability company powers, have been duly authorized by all necessary or appropriate limited liability company action and do not contravene WL's certificate of organization, operating agreement, or any law or contractual restriction binding on or otherwise affecting WL.

(c) WL has not received notice of any actions, suits, proceedings or investigations, or written notice that such actions, suits, proceedings or investigations are

threatened, which relate to the Services or that question the validity of this Agreement or challenge any of the transactions contemplated hereby.

(d) This Agreement has been duly executed by WL and constitutes the legal, valid and binding obligation of WL enforceable against WL in accordance with its terms.

(e) WL is duly authorized to conduct business and provide the Services in the State of Idaho.

8. **Bonneville Representations and Warranties.** Bonneville represents and warrants to WL as follows:

(a) Bonneville is a public school district duly organized, validly existing and in good standing under the laws of the State of Idaho.

(b) The execution, delivery and performance by Bonneville of this Agreement are within Bonneville's company powers, have been duly authorized by all necessary or appropriate company action and do not contravene Bonneville's articles of incorporation, bylaws, or any law or contractual restriction binding on or affecting Bonneville.

(c) Bonneville has not received notice of any threatened or pending actions, suits, proceedings or investigations that question the validity of this Agreement, or challenge any of the transactions contemplated hereby.

(d) This Agreement has been duly executed by Bonneville and constitutes the legal, valid and binding obligation of Bonneville enforceable against Bonneville in accordance with its terms.

(e) **Taxes.** Each party shall pay all of its own expenses and taxes payable in connection with the transactions contemplated herein.

9. **Confidentiality of Information.** Each party agrees to keep the terms of this Agreement, including, but not limited to, the information and Services as described in Section 1 hereof, as well as the business plans, techniques, proprietary methods, intellectual property, or other confidential information of either party hereto (the "Confidential Information") confidential and to not disclose the Confidential Information without the express written consent of the other party, or unless required by law or by a government agency to be disclosed by a party; provided, however, the disclosing party will, unless prohibited by law, immediately notify the other party of the requirements for such disclosure and reasonably cooperate in obtaining any protective order desired by the other party with regard to such information. Each party may disclose the terms of this Agreement to its attorneys, accountants, auditors and financial advisors, or pursuant to applicable laws or regulations. Confidential Information may not be used by either party in any manner other than to fulfill its obligations pursuant to this Agreement. Each party will notify the other party immediately of any loss of or accidental or unauthorized disclosure of Confidential Information. For purposes of this Agreement, Confidential Information does not include information: (i) publicly available by means other than wrongful disclosure or lawfully

obtained from third parties without any confidentiality obligations; (ii) already properly within the rightful possession of a party (as demonstrated by written records) prior to the date of this Agreement, except information which was produced pursuant to a confidentiality agreement executed prior to the date of this Agreement; or (iii) independently developed by a party. Notwithstanding the foregoing, both parties shall have the right to disseminate information about the Bonneville program for marketing, advocacy, and general informational purposes. This Section 10 shall survive the termination of this Agreement, regardless of the cause of termination.

10. **Assignment.** Neither party may assign its rights or delegate its obligations under the Agreement without the prior written consent of the other party, except either party may assign this Agreement or any of its rights and responsibilities hereunder, in whole or in part, to any affiliated entity.

11. **Miscellaneous.**

(a) **Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties. This Agreement may be executed electronically or may be signed and delivered electronically (including, without limitation, in PDF format), which signatures shall be treated as and shall be admissible as an original signature.

(b) **Headings.** The section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

(c) **Survival.** All representations, warranties, covenants, and indemnities made by each party to this Agreement shall survive the expiration, termination or cancellation of this Agreement.

(d) **Severability.** If any provision of this Agreement is held to be unenforceable, then the parties shall be relieved of the obligations arising under such provisions only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent, or if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result.

(e) **Waiver.** No delay or omission by any party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

(f) **Entire Agreement; Amendment.** This Agreement, including recitals and all of its exhibits, each of which is hereby incorporated into this Agreement, constitutes the entire agreement between the parties with respect to its subject matter, terminating and superseding any prior agreements regarding the subject matter, and there are no other representations, terms and

conditions, understandings or agreements between the parties relative to this Agreement. No amendment or modification of any provision of this Agreement shall be valid unless expressed in a writing specifically referencing this Agreement and signed by an authorized representative of each of the parties.

(g) Governing Law. This Agreement and the rights, obligations and liabilities of the parties hereto, will be construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Utah.

(h) Successors. This Agreement is binding on all parties who lawfully succeed to the rights or take the place of Bonneville or WL.

(i) Notices. All notices, requests, demands, consents, approvals, designations and other communications called for or contemplated by this Agreement (except normal dialogue to implement the obligations hereunder) shall be in writing, shall reference this Agreement and shall be deemed given to the party to whom it is addressed (a) one (1) business day after being sent to such party by overnight courier, or (b) three (3) business days after being sent to such party by registered or certified mail (return receipt requested, postage prepaid), in each case at the following address, or at such other address as such party may designate by notice in the aforesaid manner:

If to Bonneville:

Bonneville School District
Attn: Corey Telford
Email: telfordc@d93schools.org

If to WL:

Williamsburg Learning, LLC
Attn: Nels Jensen, CEO
1173 S 250 W Ste. 107
Saint George, Utah 84770
Email: npj@williamsburglearning.com

(j) Cooperative Drafting. The parties to this Agreement have participated jointly in the negotiation and preparation of this Agreement. The parties each warrant and represent that they have read and understood this Agreement, have consulted with their respective counsel regarding its legal effect and have had the opportunity to comment on the Agreement. Accordingly, the parties agree not to assert that any other party is the sole or principal drafter of the Agreement.

(k) Injunctive Relief. The parties agree that irreparable damage may occur if any covenant or agreement in this Agreement were not performed in accordance with the terms

hereof, including but not limited to the provisions of Section 10 of this Agreement. The parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court of competent jurisdiction in addition to any and all other remedies and rights at law or in equity, which rights shall be cumulative.


(l) Attorneys' Fees. In case of action to enforce any rights or conditions of this Agreement, or appeal from said proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party's reasonable attorneys' fees and costs incurred.

(m) Force Majeure. If a party's performance of any of its obligations under this Agreement, other than the payment of money, is prevented or delayed by fire, flood, earthquake, elements of nature or acts of God, accident, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or other labor troubles, shortages of supplies or materials, telecommunications, internet or utility failures, outages, interruptions or brownouts, action of any regulatory authority, or any other cause beyond the reasonable control of such party, then the non-performing or delayed party shall be excused for such non-performance or delay for as long as such event continues.

[Signatures appear on following page]

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

BONNEVILLE SCHOOL DISTRICT,
an Idaho public school district

By: 
Name: PAUL JENKINS
Title: CHAIRMAN OF THE BOARD
Date: 13 JUN 18

WILLIAMSBURG LEARNING, LLC,
a Utah limited liability company

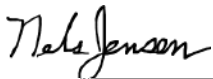
By: 
Name: Nels Jensen
Title: CEO
Date: 06/14/2018

Exhibit A
WL Obligations

1. Provide to any Shared Students, on a part-time or full-time basis, TWC online curriculum that is aligned to Common Core Standards and/or Idaho State Standards (as applicable) in Math, Language Arts, Science, and Social Studies, and provide courses (standards-aligned as applicable) in additional subjects within TWC as requested by Bonneville and Shared Students.
2. Assist Bonneville in the fulfillment of all academic, safety, compliance, and other responsibilities related to delivering state-funded education. This includes provision of a clean and safe learning environment (when applicable, as in the case of the Elevation outdoor course), provision of all student and parent information needed for Bonneville to fulfill its educational obligations, encouraging Shared Students to participate in mandated testing, and providing students the time and support needed to achieve proper levels of education and course completion.
3. Obtain and keep on file a copy of a government-issued background check and/or fingerprint clearance card, or equivalent certification, for each WL staff member who will work with Shared Students and provide copies to Bonneville upon request.
4. Have all WL staff members who will interact with Shared Students sign a confidentiality agreement promising to protect student information, and provide a copy of said agreement to Bonneville upon request.
5. Protect the confidential information of Shared Students in compliance with the federal law known as FERPA, and other applicable student data privacy laws.
6. Participate in Individual Education Plan meetings, parent-teacher conferences, and similar meetings as necessary.
7. Provide guidance to Bonneville with regard to parent contact. This includes communication regarding attendance, progress reporting, academic success, academic probation, records concerns, behavior problems, etc.
8. Properly, and in a timely manner, document key events about each student in the SIS and/or learning management system ("LMS").
9. Provide Bonneville teachers and administrators access to Shared Students files in the SIS/LMS upon request. Bonneville is the final repository of all student records.
10. Indemnify Bonneville from any and all liability related to the operational and safety liabilities existing in conjunction with the Services. WL and Bonneville shall make good-faith efforts to include each other as additional insured on their insurance policies during the Term of this Agreement.

11. Include Bonneville as an additional insured for the Elevation Outdoor Course.
12. Exercise good-faith efforts in marketing the services offered under this Agreement.
13. Within 15 days after the end of each semester, recommend final grades for all Shared Students to Bonneville through SIS.
14. WL acknowledges that Shared Students are enrolled in a public school, and as such, are subject to all requirements of public school students in the state of Idaho, and WL agrees to make good faith efforts to act in the best interest of Shared Students and comply with all applicable Idaho education laws and regulations.

Exhibit B
Bonneville Obligations

1. Provide all state and distance required academic assessments to Shared Students, and share test result data with WL as available and legally authorized.
2. Provide a certified online teacher of record who has current Idaho certification with proper subject matter endorsements.
3. Provide to Shared Students, families, and staff, as appropriate, necessary administrative support regarding record requests, appropriate student placement, transcripts, report cards, parent notification of rights and other appropriate documentation as defined by the Idaho State Department of Education.
4. Provide or participate in other educational services required under Idaho state statute for students enrolled in public schools, including special education services, and participation in Individual Education Plan meetings.
5. Exercise good-faith efforts in marketing the services offered by this partnership.
6. Provide required textbooks and other direct educational materials to each student, not to exceed \$150 for all courses per student per semester.
7. Bonneville acknowledges that Shared Students are enrolled in a public school, and as such, are subject to all requirements of public school students in the state of Idaho, and Bonneville agrees to make good faith efforts to act in the best interest of Shared Students and comply with all applicable Idaho education laws and regulations.

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Document History

**06/14/2018**
19:45:17 UTCSigned by Jamie Young (jamie@williamsburglearning.com)
IP: 108.199.114.65**06/14/2018**
19:45:20 UTCSent for signature to Nels Jensen
(npj@williamsburglearning.com) from
jamie@williamsburglearning.com
IP: 108.199.114.65**06/14/2018**
19:58:20 UTCViewed by Nels Jensen (npj@williamsburglearning.com)
IP: 64.255.86.232**06/14/2018**
19:58:37 UTCSigned by Nels Jensen (npj@williamsburglearning.com)
IP: 64.255.86.232**06/14/2018**
19:58:37 UTC

The document has been completed.