You have chosen to remain anonymous.

2026-08-0047

08/25/2025 15:40
Created Date

* Indicates mandatory field

Overview:

Are you a government agency submitting a 12-6-6 Notification?:	No
Report Type:	Conflict of Interest / Favored Treatment

An organization, and any employee of an organization receiving public monies provided by the State of New Mexico owes a duty to the State and its citizens to act in their interest when carrying out the duties associated with such funding. A Conflict of Interest exists when the employee (or organization) has some personal kinship, friendship, financial or political interest that may cause the employee (or organization) to place personal and/or organizational interests above this duty. Favored treatment, misuse and abuse of public resources are what can result when the legitimate goals and objectives of an organization are compromised for the benefit of a chosen few.

Related Issues:	Intentional violations of State Procurement regulations and related good business practices, thereby subverting fair and open competition; resulting in a specific vendor and/or individual(s) gaining unfair advantage.
State or Local Governmental Agency/Entity Name:	Santa Rosa School District
Governmental Agency/Entity Sub-Unit (if applicable):	?
Is Management aware of the matter?:	Yes
What is the estimated monetary value of the matter?:	$30,000,000.00
When was the incident discovered?:	08/11/2025
City/Town:	Santa Rosa

County:	Guadalupe
How did you become aware of the matter?:	News article published by the contractor
Please provide all details regarding the alleged violation, including the locations of witnesses and any other information that could be valuable in the evaluation and ultimate resolution of this situation.:	In an article with a publication date of August 4, 2025, Stride announced that it had been awarded contracts with two NM school districts. One of these is with Santa Rosa. Superintendent Martin Madrid is close personal friends with Anthony Casados, the Superintendent of Chama. On the afternoon of May 20, 2025, Chama Superintendent Anthony Casados called the GMCS District Superintendent and told him that Stride Inc. dba K12 Virtual Schools LLC was shopping around for a new contract within the state. A review of the published RFP and legal advertisements show that this publicly funded contract was awarded in violation of the New Mexico Governmental Conduct Act, the New Mexico Procurement Code, and New Mexico regulations. The published RFP includes contract terms, conditions, specifications, and commitments to deliverables that were written by K12 Virtual Schools LLC/Stride staff. GMCS has in its possession an email dated January 28, 2020 that was received from Stride employee Randall Greenway with word for word language that was included in Chama's RFP. Further, much of the remaining RFP language was taken from a solicitation published by GMCS in 2019 that was awarded to them in 2020. Stride or its representative gave this document to Chama and Santa Rosa Consolidated School District in order to obtain a public contract that conformed specifically to a scope of work and requirements that they would be able to quickly respond to without fair and open competition. Lastly, the RFP document contains multiple conflicting dates and times for deadlines, none of which correctly relate to the legal advertisements published by either school district, increasing the likelihood that no other companies could submit a responsive proposal. No amendments and readvertisements were made, changing or clarifying the deadline. The legal ad published by Santa Rosa also stated that the RFP would be due only 7 days from the date of advertisement. GMCS published an RFP for virtual school services on April 4, 2025 and received five responsive proposals, proving that there is qualified competition in the field. Stride was one of those offerors and was not selected as the most advantageous, highest ranked offeror. Stride lost significant points on their cost proposal where they offered the highest cost that was nearly double the fees proposed by other companies.

Please list any local ordinance, state law or internal policy you believe was violated.:

Awarding a company who directly participated in the preparation of specifications is a violation of:
1. §13-1-29 (C). Award to a contractor who helped prepare a solicitation is inherently anti-competitive and fails the requirements for fair and open competition.
2. §13-1-30. The Procurement code applies to the services solicited for a Virtual School. Use of any federal funding for Special Education or other services may also apply 2 CFR Part 200 Uniform Guidance §200.319 (a) and (b) regarding competition and forbidding award to a contractor who helped prepare specifications.
3. §10-16-3 (A). A public officer or employee shall use the powers and resources of public office only to advance the public interest, and not that of a private entity seeking profits.
4. §10-16-13. No local government agency shall accept a bid or proposal from a person who directly participated in the preparation of specifications. The Chama Valley Independent School District adopted application of §10-16-13, NMSA 1978 in Board policy, DJE-E.

Further, the published RFP does not conform with all applicable requirements provided by the New Mexico procurement code and regulations. Notably, the information published in the legal advertisement does not match the dates and information in the publicly available document.

The RFP did not follow the listed regulations even though the published RFP stated that it would do so:
1. §1.4.1.31 – RFP failed to provide clear and consistent instructions for submission. Dates in the advertisement do not match the published RFP and schedule of events.
2. §1.4.1.32 – Failed to advertise the solicitation for a total of 20 days prior to the date set for receipt.
3. Date in the advertisement provides a submission deadline only 7 days from date of advertisement. Ad is July 11. Submission advertised as July 18.
a. This violates Procurement code §13-1-104 & §13-1-113.
4. §1.4.1.34 - No amendments were published with corrections or clarifications on the correct submission date prior to the submission deadline.

Notes

Files

File | 2026-08-0047 / 1

* Indicates mandatory field

Case: 2026-08-0047

Created Date: 08/25/2025 15:41

Attachment Description: Santa Rosa RFP

Attachments: srcs_-_virtual_school_rfp_2.pdf *1.32 MB*

File | 2026-08-0047 / 2

* Indicates mandatory field

Case: 2026-08-0047

Created Date: 08/25/2025 15:43

Attachment Description: Legal advertisements

Attachments: Legal Ad 2 Santa Rosa.pdf *19.03 KB*

File | 2026-08-0047 / 3

* Indicates mandatory field

Case: 2026-08-0047

Created Date: 08/25/2025 15:44

Attachment Description: Email from Stride employee proving they provided text to Santa Rosa in a published RFP

Attachments: Email btw R.Greenway and M.Abeita.pdf *1.79 MB*

File | 2026-08-0047 / 4

* Indicates mandatory field

Case: 2026-08-0047

Created Date: 08/25/2025 15:47

Attachment Description: Stride news article

Attachments: Stride News Article.pdf *89.31 KB*

File | 2026-08-0047 / 5

* Indicates mandatory field

Case: 2026-08-0047

Created Date: 08/25/2025 15:52

Attachment Description: Board agenda

Attachments: 2025_special_sb_agenda_7312025.pdf *184.55 KB*

Parties

Party | 2026-08-0047 / 1

Case: 2026-08-0047

Created Date: 08/25/2025 15:41

Party Type: Reporter

First Name: Katherine

Last Name: Crisler

Middle Initial:

Title: Mrs.

Availability: Afternoon

Date of Birth:

Address:

City:

State:

Country:

Zip Code/Postal Code:

Home Phone #:

Work Phone #:

Email address: kcrisler@gmcs.org

Santa Rosa Consolidated Schools
Procurement Office
344 South 4th Street
Santa Rosa, New Mexico 88435

REQUEST FOR PROPOSAL

VIRTUAL SCHOOL No. RFP-001

Commodity Code(s): 92416, 92418, 92420, 92471, 92474, 92478, and 92486

Attached General Conditions, Supplemental Conditions, Specifications, and Proposal Form

Santa Rosa Consolidated Schools Website: www.srlions.com		
Mailing Address:	Physical Address:	Contact:
344 South 4th Street	344 South 4th Street	Martin Madrid Superintendent 344 South 4th Street mmadrid@srlions.com

		Notes:
Acceptance Date:	**July 25, 2025**	F.O.B. Point: DESTINATION
Acceptance Time:	**2:00 PM (Local)**	Terms: Net 30 unless otherwise stated
Issue Date:	**August 4, 2025**	Quantities may be increased or decreased within reasonable amounts.

LEGAL NOTICE

REQUEST FOR PROPOSALS

Public Notice is hereby provided that the Santa Rosa Consolidated Schools is accepting competitive sealed proposals for:

VIRTUAL SCHOOL

RFP-001

Commodity Code(s): 92420, 92474, 92478, and 92486 [Insert Preferred Options]

As more particularly set out in the RFP documents, copies of which may be obtained from the Santa Rosa Consolidated Schools, Procurement Office, 344 South 4th Street or may be downloaded from the RFP Webpage www.srlions.com

Sealed proposals for such will be received at the Procurement Office until 12**:00 P.M.** *(LOCAL TIME)* on **July 25, 2025.** When they will be opened and those firms submitting a proposal's name will be read aloud. Envelopes and/or Packages are to be sealed and plainly Marked RFP Number **RFP-001**. NO E-MAILED PROPOSALS or proposals submitted after the specified date and time will be considered and will be returned unopened.

The Santa Rosa Consolidated School Board of Education reserves the right to reject any or all proposals, waive any formalities or minor inconsistencies, and/or cancel this solicitation in its entirety.

Dated the July 16, 2025

By: Keith Ross, President Board of Education Santa Rosa Consolidated School District No. 25

RFP ISSUE DATE: August 4, 2025

PUBLICATION DATES:

July 8-17, 2025 ABQ Journal, The New Mexican, Las Cruces Sun Times, and The Communicator

REQUEST FOR PROPOSALS

Please accept this Request For Proposals (RFP) for the services and/or materials specified on the following pages.

If you desire to submit a proposal, provide the requested documents as stated in the solicitation. Sign and return your proposal in a sealed envelope.

Clearly mark the outside of the mailing envelope with the RFP Number and due date. Highlight this information for identification purposes. All responses must be returned before the time and date specified on the cover page for this RFP.

Any questions regarding this proposal may be directed to my office. All verbal information is for clarification purposes only and is not binding. Any binding information **MUST** be in writing. Any deviations from the scope of work/specifications should be so stated in your proposal.

Martin Madrid
Superintendent
mmadrid@srlions.com

ACKNOWLEDGMENT OF RECEIPT FORM
VIRTUAL SCHOOL
RFP-001

In acknowledgment of receipt of this Request for Proposal (RFP) the undersigned agrees that they have received a complete copy of this proposal consisting of thirty-three (33) pages.

This Acknowledgment of Receipt Form should be signed and returned to the Procurement Office no later than 5:00 PM local time on July 18, 2025. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the District's written response to those questions, as well as RFP Amendments, if any are issued.

FIRM: ______________________________

REPRESENTED BY: ______________________________

TITLE: ______________________________

ADDRESS: ______________________________

CITY, STATE, ZIP: ______________________________

PHONE NO.: ____________________ FAX NO.: ____________________

EMAIL: ______________________________

The above name and address will be used for all correspondence related to this Request for Proposal.

The above Firm **DOES** **DOES NOT** intend to respond to this Request for Proposal.
(Circle One)

Return this form to:

Santa Rosa Consolidated Schools
Procurement Office
344 South 4th Street
mmadrid@srlions.com

Please return this form by the close of business July 18, 2025.

This form is NOT MANDATORY in order to submit a proposal. This form provides information to send notices/updates regarding this solicitation, if issued.

Request For Proposals

General Conditions

INSTRUCTIONS TO OFFERORS: The purchase of any and all supplies, equipment, or services by the Santa Rosa Consolidated Schools, pursuant to any advertisement or request for proposals is subject to the following terms and conditions:

1. **Sealed Proposals:** All proposals must be submitted in a sealed envelope and shall not be opened and considered if they are not received by the Procurement Office prior to the time specified for the receiving of proposals in the Advertisement for Proposals. All sealed proposals must be submitted on the proposal document originals or forms, or reasonable facsimile furnished by the school district. All proposals must be signed by a responsible and authorized person for the bidding firm; failure to do so may result in disqualification of their respective bid. **NOTE: FAX TRANSMITTAL OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** Proposals submitted after the receipt date and time will not be considered and will be returned unopened.

2. **Modifications or Withdrawal:** Proposals deposited with the district may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Procurement Office.

3. **Proposal Opening:** The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

4. **Note:** These documents constitute a "Request for Proposal" or RFP. It is a request for an offer. As such, it allows alternate offers or proposals to be considered and the terms and conditions may be subject to negotiations to reach best and final offers. All information requested for submittal should be included with the offer, and exceptions or alternates clearly noted.

5. **Amendments:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal Amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Amendment to this solicitation issued by the Procurement Office. For a determination as to whether any representation made requires that an amendment be issued, contact the Procurement Office.

6. **Competency of Offeror:** Proposals will be considered only from firms which are regularly engaged in providing the type of materials or service described in the RFP, and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate Santa Rosa Consolidated Schools staff.

7. **Confidentiality:** Offerors may request, in writing, nondisclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection.

8. **Evaluation of Proposals:** Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the Request For Proposals (RFP). For purposes of conducting discussions, proposals may initially be classified as:

   a. Acceptable
   b. Potentially Acceptable, that is reasonably likely of being made acceptable or;
   c. Unacceptable

9. **Discussions with Individual Offerors:** The Board is under no obligation to conduct discussions with any or all Offerors. The Board specifically reserves the right to award the contract with no discussions with Offerors and based only on the written proposals received by the due date and time. Discussions may be conducted with any or all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. Offerors submitting proposals may be afforded an opportunity for discussion and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offeror(s) whose proposals are most advantageous to Santa Rosa Consolidated Schools.

10. **Purpose of Discussions:** Discussions may be held to:

    a. Promote understanding of Board's requirement and the Offeror's proposal.
    b. Obtaining best and final offers
    c. Facilitate arrival at a contract that will be most advantageous to the Board taking into consideration the evaluation factors set forth in the Request for Proposals.

11. **Conduct of Discussions:** If the Board exercises its option to conduct discussions, the procurement officer will establish procedures and schedules for conducting these discussions. If during discussions there is a need to any substantial clarification of or change in the Request for Proposals, the request shall be amended to incorporate such clarification or change. Any substantial oral clarification of a proposal shall be reduced to writing by the Offeror.

12. **Negotiations:** The Board's designee shall negotiate, if needed, a contract with the Highest Qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services. Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new Request for Proposals is initiated.

13. **Taxes:** The proposal total shall exclude all applicable taxes. Santa Rosa Consolidated Schools will pay any taxes due on the contract based upon billing submitted by the Contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for

payment.

14. **Mandatory Requirements:** Mandatory requirements may be waived by the Board if all of the otherwise responsive Offeror’s failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The Board shall have the right to request subsequent information from the otherwise responsive Offerors.

15. **Contract Terms and Conditions:** The contract resulting from this RFP will follow the format specified by Santa Rosa Consolidated Schools and contain the terms and conditions set forth herein. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into the contract. Should an Offeror object to any of the Board’s terms and conditions, that Offer must propose specific alternative language that would be acceptable to the Board. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the Board and will result in disqualification of the Offeror’s proposal.

16. **Incurring Cost:** Any cost incurred by the Offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

17. **Right to Protest:** Any bidder, offeror or contractor who is aggrieved in connection with a procurement may protest to the Martin Madrid, Superintendent. The protest shall be submitted in writing within 15 calendar days after the facts of the occurrences giving rise thereto §13-1-172.

18. **Cancellation for Convenience:** Santa Rosa Consolidated Schools reserves the right to cancel any contract resulting from this request for convenience by giving thirty (30) days written notice to the vendor. The District shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.

19. **Cancellation for Cause:** If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or it the vendor violates any of the terms of this contract, Santa Rosa Consolidated Schools shall have the right to cancel the contract by giving written notice of cancellation to the vendor. Cancellation of contracts in excess of $3,000.00 on an annual basis, may be cause for debarment of a person or vendor to receive invitation for bids or to be awarded a contract for a period of one year.

20. **Harassment Policy:** All firms, their employees and agents, agree to comply with the Santa Rosa Consolidated Schools “policy for Prohibition of Harassment, Discrimination, or Violence based on Race, Religion, Sex, Disability, or Age.”

21. **Information:** If clarification is needed on any part of the General Conditions and Scope of Work, contact Martin Madrid, Superintendent, 344 South 4th Street; mmadrid@srlions.com.

22. **Appropriations:** The terms of this Agreement are contingent upon sufficient monies being made available by Santa Rosa Consolidated Schools for the performance of this Agreement. If sufficient appropriations and authorizations are not made by Santa Rosa Consolidated Schools, this Agreement shall terminate upon written notice being given by Santa Rosa Consolidated Schools to the Contractor. The school district's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

23. **Procurement Code:** The State of New Mexico Procurement Code and Regulations shall apply.

24. **Award:** The award, if made, shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to Santa Rosa Consolidated Schools, taking into consideration the evaluation factors set forth in the Request For Proposals.

25. **Notice to Offerors:** Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

26. **PROCUREMENT CODE VIOLATIONS:** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

27. THE SANTA ROSA CONSOLIDATED SCHOOL BOARD OF EDUCATION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE TECHNICALITIES AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.

28. **Resident Preference:** Pursuant to §13-1-21 and §13-1-22, Bidders/Offerors **SHALL** submit a valid copy of their Resident Preference Certificate with their bid or proposal in order for preference to be applied for the solicitation.

    a. The Resident Preference is to be defined as Resident Business, Resident Contractor or Resident Veteran.

    b. Effective January 1, 2012 Resident Preference Certificates are issued by the New Mexico Taxation and Revenue Department. Resident Preference Certificates issued by the State Purchasing Division (Agent) are **NOT VALID** pursuant to the statute.

    c. The "Resident Veterans Preference Affidavit" enclosed with this solicitation is to be completed and returned **ONLY** if the Bidder/Offeror currently hold a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department.

    d. Preferences are NOT cumulative. Bidders will only be entitled to ONE preference.

e. Please contact the New Mexico Taxation and Revenue Department or visit their website at www.tax.newmexico.gov for information and applications for Resident Preferences.

NOTE: A VALID RESIDENT PREFERENCE CERTIFICATE SHALL BE INCLUDED WITH BID RESPONSE OR PROPOSAL IN ORDER FOR THE BIDDER/OFFEROR TO BE ENTITLED A PREFERENCE. FAILURE TO DO SO SHALL RESULT IN NO PREFERENCE APPLIED TO THE BID/PROPOSAL.

29. **Joint Bid or Proposals:** Pursuant to §13-1-21 (D), NMSA 1978; when a joint bid or proposal is submitted by both a resident and nonresident business, the resident business preference provided pursuant to Subsection B or C of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

Offeror to complete the following if submitting a joint proposal:

Firm Name, Location of RESIDENT BUSINESS	**Work to be performed**	**Percentage of work performed compared to Total Contract Amount**
Firm Name, Location of NON-RESIDENT BUSINESS	**Work to be performed**	**Percentage of work performed compared to Total Contract Amount**

Resident Veteran's Preference Certification (AFFIDAVIT)
RFP-001
ONLY COMPLETE IF CURRENTLY POSSESS A RESIDENT VETERAN'S PREFERENCE CERTIFICATE

______________________________(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check box <u>only if vendor qualifies as Resident Veteran's Business or Contractor for this Bid.</u>

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December31 is $3M or less in the preceding tax year allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22, NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

___________________________________ ___________________
(Signature of Business Representative)* Date

*Must be an authorized signatory for the Business

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

ACCEPTANCE OF CONDITIONS GOVERNING PROCUREMENT
VIRTUAL SCHOOL
RFP-001

30. The undersigned certifies that they have read and understands the above general conditions and proposal documents, and that they accept these conditions and submit the attached proposal in full compliance with these conditions, the applicable scope of work, and the contract. I agree that my proposal will remain firm for the period of up to 60 days in order to allow the District adequate time to evaluate the qualifications submitted. Further the undersigned certifies that they are duly authorized to sign, bind, and bid on behalf of the bidding firm.

    In submitting this Proposal, the undersigned represents that they have familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and Local requirements which are a part of this solicitation. Further this proposal is made without prior understanding, agreement, connection discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The Offeror will comply with all applicable Federal and State Laws, Local Ordinances and the Rules and Regulations of all Authorities having jurisdiction over this solicitation.

    The Offeror further warrants that they are not currently debarred or suspended by any governmental entity, that is presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required un the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, §10-16-1 through §10-16-18, NMSA 1978 as amended, regarding Contracting with a public offer or District employee or former District employee have been followed.

______________________	______________________
Name of Firm	Authorized Signature
______________________	______________________
Electronic Mail	Name Printed or Typed
______________________	______________________
Address	Title
______________________	______________________
City, State ZIP	Date
______________________	
Phone	
______________________	
Fax	

Special Conditions
Virtual School
RFP-001

1. The intent of this solicitation is to provide services for six (6) years to commence Date of Award ending six calendar years following. The District reserves the right to renew this agreement for additional two (2) each two (2) year renewal periods.

   a. Total term of this contract shall be no more than ten (10) years, except in the event that a temporary extension may be needed for coverage during the competitive solicitation or negotiation phase of a new RFP.

2. **APPROPRIATIONS:** The terms of this Agreement are contingent upon sufficient monies being made available by Santa Rosa Consolidated Schools for the performance of this Agreement. If sufficient appropriations and authorizations are not made by Santa Rosa Consolidated Schools , this Agreement shall terminate upon written notice being given by Santa Rosa Consolidated Schools to the Contractor. The school district's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

3. **WORK TO BE DONE:** The work to be performed under this contract and in accordance with these specifications consists of furnishing curriculum, testing, equipment, labor and materials for a Virtual School. .

SCOPE OF WORK
VIRTUAL SCHOOL
RFP-001

I. INTRODUCTION/BACKGROUND

A. Santa Rosa Consolidated Schools is soliciting proposals to provide a Virtual School. The intent is to provide an on-line Kindergarten through 12th Grade (K-12) learning environment as an option for students in New Mexico who might otherwise not be able to attend the traditional school environment.

B. The Santa Rosa Consolidated School District serves 2 county (see attached map, Appendix "C"), and is one of the 89 public school districts in New Mexico. The District currently has 5 schools: 1 high school; 2 middle schools, and 2 elementary schools. Enrollment for the District is approximately 551 students (K-12).

C. Contacts

1. All questions concerning this Request for Proposals (RFP) should be submitted to the [Title] listed below:

   Martin Madrid, Superintendent
   344 South 4th Street
   mmadrid@srlions.com

2. Only written questions will be accepted (email preferred). Responses to written questions will be through Amendment ONLY, which shall be posted on the Santa Rosa Consolidated Schools webpage and emailed to the interested Offerors who return the Acknowledgement of Receipt Form (page 4).

3. Offerors are hereby advised and cautioned that all communication and information shall be obtained only through the Superintendent. Communication with other District employees, officials or Board Members in connection with this solicitation may result in Offeror's proposal being disqualified.

II. Sequence of Events

A. Schedule – subject to change

	Action	Responsibility	Date/Time (Local Time)
1.	Issue RFP	District	July 16, 2025
2.	Acknowledgement of Receipt Form Deadline	Potential Offerors	July 18, 2025 (4:00pm)
3.	Deadline to Submit Written Questions	Potential Offerors	July 21, 2025 (12:00pm)
4.	Response(s) to written questions, via email	Superintendent	July 23, 2025 (12:00pm)
5.	**Deadline to Submit Proposals**	**Offerors**	**July 25, 2025 (12:00pm)**
6.	Proposal Evaluation	Evaluation Committee	July 28-29, 2025 (12:00pm)
7.	Interviews (if held)	Evaluation Committee	July 30, 2025
8.	Recommendation for Award to Governing Body	Superintendent	July 31, 2025
9.	Contract Negotiations	District	August 1-2, 2025
10.	Notice of Award	District	August 4, 2025
11.	Protest Deadline	Offerors	August 19, 2025 (5:00 PM) MST

III. SCOPE OF SERVICES

A. Scope of Work

1. The intent of this solicitation is for a Contractor to provide an education option for New Mexico students who are considered able to successfully participate in a virtual school environment, Kindergarten through high school and in which to attain their High School Diploma.

2. The successful contractor shall be responsible to provide a curriculum to comply with the standards as issued by the New Mexico Public Education Department (PED) standards. Current standard is "Common Core".

3. The intent is for a student to be able to "attend" classes as their schedule permits and attend at least one (1) synchronous session per week.

4. The District intends for the Virtual School to be 100% virtual to begin the contract.

5. The District and Contractor may mutually agree to provide the learning environment through a “blend” of in-person and virtual. The preferred “start” date for the Virtual School to begin is Fall of 2025.

6. If required, the Contractor shall have the resources to remove a teacher immediately upon request of the District, and provide a replacement for the class to ensure no interruption of services.

B. Contractor Responsibilities. The Contractor shall be responsible for the following, but not limited to:

1. On-Line Curriculum
2. Career Technical Education (CTE) / Project Based Learning (PBL) / Dual Credit
3. Recruit and Hiring of Teachers
4. Professional Development for Teachers, including effective pedagogical strategies when teaching in a virtual environment
5. Curriculum materials for instruction.
6. Computer equipment including a means for internet access complete with web content filter.
7. Full Services for Special Education students.
8. SAT
9. Compliance with all applicable laws, statutes, and regulations (Federal, State, Local and Tribal)
10. Teachers with proper licensure and endorsements issued by NM PED.
11. Recruitment of students
12. Counseling Services (Academic) for students
13. Technical Support for students.
14. NMPED testing in a proctored environment consistent with NMPED test administration guidelines.
15. Ensuring student engagement.

C. District Responsibilities. The District will be responsible for the following:

1. Recruit and Hire a Principal for the School.
2. Development of an application process for current District students or students in the New Mexico attendance areas to apply in order to attend Virtual School.
3. Student Reporting requirements to NM PED.

D. General Virtual School

1. Identify how many students who are New Mexico residents are enrolled with Vendor to attend one Vendor’s contracted programs on date of Vendor’s proposal.

2. How many students has Vendor identified as likely to attend District?

3. What is the analysis for determining response to No. 2 (question above) based on?

4. Describe process of allocation that [VENDOR] will use to allocate its enrolled students to its other clients in New Mexico.

5. Describe the virtual school's governance structure and the capacity.

6. Describe the virtual school's capacity to implement the proposal and provide high quality instruction.

7. Describe the virtual school's proposed school year.

8. Provide a narrative staffing plan and include a draft staffing chart.

9. Describe the virtual school's plan for recruitment of students outside the District's attendance area. Include the procedure for application components including proof of guardianship and residency, and releases for general and special education records. Include how this data would be communicated with the District.

10. Describe in detail the process and forms that the virtual school will use to notify the District of the number and grade level of students attending the virtual school or who have transferred to another school or other district.

11. Describe where the students will access the virtual school's courses, including whether it is in the home or at a location provided and overseen by the Virtual School.

12. Describe how the virtual school will provide adequate initial and ongoing training and support for students to enable them to successfully participate in online learning. Include any orientation course for students new to online learning, how their ability to learn will be assessed, and what remedial help is available to ensure students are going to be successful learners.

13. Describe how the virtual school will establish personalized learning plans that are standards based for every student. Describe how the learning plan will be developed for new students and available to receiving districts for students who transfer out of the virtual school

14. Describe how virtual school's strategies for supporting all students at different ages and grade levels so that they complete courses and achieve their academic and career goals. Include a description of the settings in which these support services will be provided and qualifications of individuals who will provide the support services.

15. Describe how the virtual school will ensure that all enrolled students will be fully engaged and will have opportunities to thrive in the virtual learning environment.

16. Describe how the virtual school will monitor student progress in order to identify areas of difficulty and assist students who need additional support.

17. Identify how the virtual school will administer state required assessment tests.

18. Describe how communication takes place with students and parents (or guardians), how it is monitored, and how do you address any concerns if they arise.

19. Describe how the virtual school will involve parents and guardians as partners in the education of students, include goals for parental and family engagement.

20. Identify proposed partner entities and describe how they were vetted and selected over other potential partners.

E. Curriculum

1. The contractor shall not charge any public school for the use or replication of any part of their curriculum.

2. All courses are under the direction of certified NM teachers. Vendors must ensure that individuals providing a Free Public Education to non-disabled students and a Free Appropriate Public Education to disabled students are qualified and operate under NM state and federal standards.

3. Describe the curriculum and instruction resources that is intended to be utilized and how the virtual school's curriculum is aligned to the New Mexico Common Core Standards in all subject areas.

4. Provide the curriculum scope and sequence for each content area at each proposed grade level to confirm alignment with New Mexico standards.

5. The virtual school must provide a complete list of course offerings which include core, elective, world language, health, PE, CTE, STEM, dual credit and AP offerings. They must also include any career pathways that are available. How do these courses fulfill the NM graduation requirements?

6. Describe your assessment philosophy (formative, interim).

7. Identify any third-party curriculum or assessment vendors with whom the virtual school will contract.

8. Describe how the virtual school will ensure that all students have access to necessary technology and materials.

9. Describe how students and staffs are scheduled, including but not limited to:

   a. Mobile application
   b. On-line portal

10. Describe how course requests for/by students are handled, including but not limited to:

   a. Student request a particular course;
   b. Guidance/Scheduler can use that information to build schedules;
   c. Automatic system can build/load based on this information.

F. Describe how the virtual school will capture and report on State of NM specific Career and Technical Education (CTE) data at both enrollment and program levels.

G. Technology

1. Educational courses and teaching services, including management software, learning materials, computer printers (if necessary), internet access, internet equipment and technical support services will be provided by the virtual school provider to each individual student free of charge.

2. The equipment provided is to support the latest technology including but not limited to: Laptops or tablets with updated operating system, web browsers, HDMI/USB-C connectivity for peripherals; 1:1 student computing devices (e.g., Chromebooks); learning management system (LMS) integrations; assistive technology tools (e.g., speech-to-text devices); digital assessment and testing platforms.

3. Describe the provisions for cyber security and reference any regulations/processes the Virtual School will follow.

4. Describe the technical support available to students, including but not limited to types and hours.

5. Describe how the virtual school will provide for an uptime availability of 99.9 % or better.

6. Describe the capacity to support and store all critical student, program, and staff data for expedient retrieval and analysis. State where the student information system is NMPED compliant. Specify how the school will meet all NMPED reporting requirements. Specify what Student Information System (SIS) will be

used.

7. Describe how data will be shared with the District.

H. Education Programs Governed by Federal Law and New Mexico Public Education Department Regulations

1. Describe the standards, processes and procedures that the proposed school will employ to identify, assess, teach and support students who need customized instruction, and accommodations and/or modifications to include, but not limited to: English Language Learners (governed by Title VI of the Civil Rights Act, Equal Educational Opportunities Act, Every Student Success Act, and 6.29.5 NMAC), students who qualify for Section 504 plans (Section 504 of the Rehabilitation Act), and students in need of special education services (Individuals with Disabilities in Education Act (IDEA) and 6.32.2 NMAC).

2. Describe how students are identified and evaluated for qualification as English Language Students, under Section 504, and for specialized instruction under IDEA.

3. Describe how services are provided for students' unique needs who are English Language Learners, who qualify for Section 504 plans, and who qualify for Individualized Education Programs.

4. Describe how the virtual school will capture and report on State of NM required, English Language, Section 504, and special education student data elements.

I. Finances

1. Summarize the entity's experience and a description of where and how it has implemented its services. Provide evidence that the entity has demonstrated positive academic results and responsible fiscal management. Explain the structure and process for managing the virtual school's finances. Who is responsible and what are his/her qualifications?

J. Review.

1. The District and Successful Contractor shall mutually agree upon a review schedule (monthly, quarterly, semi-annually, or annually). The review is intended to provide both parties the opportunity to ensure the delivery of the instruction is adequate, student progress is sufficient, and discuss/negotiate potential changes to the existing contract.

K. References

1. Offerors shall provide a minimum of three (3) references where the proposed solution has been deployed, which are of comparable size and scope of this project.

   a. References are to include Company Name, Contact Name, Telephone Number and email address.

   b. The Evaluation Committee may contact the references provided but reserves the right to contact other references which may be obtained from other sources, not provided by the Offeror, to include in the evaluation.

2. Demonstration. During the evaluation process, the District may at its option, request for Offeror(s) to provide a live demonstration of their proposed solution.

IV. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses – Only one (1) proposal may be submitted by each individual entity in response to this solicitation.

B. Number of Copies – Offerors shall provide one (1) original hardcopy of the Technical Proposal in a three-ring binder.

1. **ELECTRONIC DIGITAL MEDIA:** Offerors shall submit one (1) copy of the Technical Proposal ONLY, in electronic Portable Document File (pdf) format on electronic media. The electronic media shall be USB Thumb/Flash ("jump") drive, and be identical to the hardcopy version. **NOTE: JUMP DRIVE(S) WILL NOT BE RETURNED.**

The exterior of the "jump" drive shall identify the Offeror's Name and RFP number. The Vendor shall provide a single Redacted version, if applicable, and marked on the exterior of the drive. This jump drive will be utilized to respond to NM Inspection of Public Records requests.

C. Proposal Format – All proposals must be typewritten or printed and limited to fifty (50) sheet faces of text and/or graphic material on standard 8 ½ " x 11" paper (larger paper, 11" x 17", is permissible for charts, spreadsheets, etc.) and placed in a three ring binder with dividers identifying each section. **If there is any question as to format requirements they shall be directed to the Superintendent for clarification, prior to submittal of documents.**

1. Proposal Organization – The proposal must be organized and indexed in the following format and must contain, at minimum, all listed items in the sequence indicated:

a. Letter of Transmittal

b. Table of Contents

c. Acceptance of Conditions Governing the Procurement (page 11)

d. Proposal Summary – Introduction (optional)

e. Detailed Scope of Work

f. References and Current Contacts

g. Other Supporting Materials

h. W-9 (latest IRS revision), Available at Santa Rosa Consolidated Schools Procurement Webpage

i. Insurance - Evidence of insurance *should* be included in the proposal in the form of a current Certificate of Insurance.

j. Campaign Contribution Disclosure Form (Appendix B)

k. Resident Business, Resident Contractor or Resident Veteran's Certificate as issued by the New Mexico Taxation and Revenue Department.

l. Resident Veteran's Preference Form – Only complete if the form provided the Offeror qualifies pursuant to the statute.

m. Cost Proposal to be submitted in a SEPARATE SEALED ENVELOPE placed with **original ONLY**.

2. Exempt from the fifty page (50) proposal limitation are the following items.

    a. Table of Contents

    b. Acceptance of Conditions Governing Procurement (page 11)

    c. Acknowledgement of Amendments, if any.

    d. W-9

    e. Certificate of Insurance

    f. Campaign Contribution Disclosure Form

    g. New Mexico Resident Business, Contractor or Veteran's Preference Certificate

    h. New Mexico Resident Veteran's Preference Affidavit (page 10).

    i. Section Dividers.

3. Non-Conforming Proposal – Any proposal deemed **non-conforming** by the [Title] and/or Evaluation Committee Chairperson in regard to format will be considered non-responsive. Offerors shall contact the [Title] to clarify questions concerning format prior to submission.

4. Transmittal Letter – Each proposal must be accompanied by a transmittal letter which must include the following information:

    a. Identify the submitting organization;

    b. Identify name, title, telephone and e-mail address of the person(s) authorized by the company to contractually obligate the organization for the purpose of this solicitation;

    c. Identify the name, title(s) telephone and e-mail address(es) of the person authorized to negotiate the contract on behalf of the organization;

    d. Identify the names, titles, telephone and e-mail addresses of persons to be contacted for clarification questions regarding this RFP;

    e. Be signed by a person authorized to contractually obligate the organization;

V. INSURANCE

A. Contractor shall obtain and maintain throughout the life of this contract insurance, at contractor's expense. Contractor shall name the Santa Rosa Consolidated Schools as additional insured (Certificate Holder), and include an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days notice thereof first being given to Santa Rosa Consolidated Schools.

B. Worker's Compensation: The Contractor shall maintain adequate Workman's Compensation Insurance with agencies licensed to do business in the State of New Mexico, for all employees.

C. Other required coverage: The Contractor shall maintain Public Liability and Property Damage Insurance as shall protect him and the school district for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, as such work be performed by anyone directly or indirectly employed the Contractor.

D. Coverage Required: The kinds and amounts of insurance required are as follows:

   1. Commercial General Liability Insurance with combined limits of liability for bodily injury or property damage as follows:

$1,000,000	Per Occurrence
$2,000,000	Policy Aggregate
$1,000,000	Products liability/Completed Operations
$1,000,000	Personal and Advertising Injury
$ 100,000	Fire Legal
$ 5,000	Medical Payments

   Said Policy of insurance must include coverage for all operations performed for the school district by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Contract (Agreement).

   2. Automobile Liability Insurance: A comprehensive automobile liability insurance policy with liability limits in amounts not less than $1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and any and all other equipment owned and non-owned, both on and off the work.

   3. Worker's Compensation Insurance: Worker's Compensation Insurance policy for the Contractor's employees, in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico, (the "Act").

   4. The District shall accept coverage in excess of those limits stated above if

successful Contractor carries larger limits.

E. Increased Limits: During the life of the Contract (agreement) the school district may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

F. Certificates, renewals, and notice of cancellation shall be sent to:

Santa Rosa Consolidated Schools
Martin Madrid, Superintendent
344 South 4th Street

VI. EVALUATION

A. Process. The purpose of the evaluation of proposals is to assess the relative merits of the proposals submitted and to make an award to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the District, taking into consideration the evaluation factors as set forth below

1. Short List – A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will evaluate the proposals and if it is determined that Offerors will be interviewed, the District will notify the Shortlist Finalists as to the date, time, and place that interviews will be conducted. Offerors that do not make the Shortlist will also be notified.

2. Finalists/Interviews and Site Visit(s), if applicable – A maximum total of 100 points are possible in scoring finalists in the interview process.

3. Final Rankings – All **committee rankings** (not individual scores) are public record and will be available for public inspection at the District offices after final award of contract(s). Individual scores and rankings by each committee member shall be confidential.

4. Point Calculations - All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance. The Committee's points for each Offeror shall be totaled and averaged, and the average translated into a rank score. The highest rank(ed) Offerors shall be considered for interviews. The District reserves the right to award a contract or contracts without holding interviews.

B. Evaluation Criteria

1. Experience:

a. Corporate – Provide information that documents your firm's, team's, and/or joint venture's overall qualifications, experience, background, capacity, and number of years of experience regarding the type of services required.

Key Personnel—Provide information that documents key personnel's qualifications, background, experience, and availability to perform all aspects of the work. The Key Personnel shall be the individuals selected to perform the scope of work, and shall only be replaced upon written approval by the District.

<u>5 Points</u>

2. Proposed Solution – Describe in detail the proposed solution, to include scheduling, timelines/milestones for implementation of project. This is to include, but not limited to: student recruitment/application process; lead time for equipment; approval of curriculum, electives, etc.; delivery of equipment and materials to students, etc.; and "go live", etc.

<u>30 Points</u>

3. Scope of Work – Describe the details of the proposed virtual school in accordance with the District's scope of work provided herein, including: daily engagement tracking; expectations for synchronous instruction and participation; district-aligned curriculum; certified teachers trained in online pedagogy; provision of services to students in federally regulated programs (English Language, Section 504, and IDEA).

<u>30 Points</u>

4. Past Performance – Provide a list of current or previous clients, which the proposed virtual school of comparable scale and size of project, and similar virtual school has been deployed within the last five (5) years.

<u>5 Points</u>

5. Other Value-Added Services – Offerors are encouraged to thoroughly describe any other value-added services they feel may contribute to the success of the District. These should be identified and listed separate.

<u>5 Points</u>

6. Cost Proposal – Provide a breakdown of costs to perform the work. This must be submitted in a sealed envelope that is identified with your firm's name and "COST PROPOSAL". Costs proposed should be in direct relationship to the services offered in relation to the Technical Approach. Other Value Added Services shall be listed separately. The following formula will be used to evaluate the Cost Criteria

<u>25 Points</u>

$$\text{Offeror's Points} = \frac{\text{Lowest Responsive Offer Cost}}{\text{This Offeror's Cost}} \times \text{Maximum Points}$$

The Lowest Responsive Offeror's Cost will be divided by other Offeror's cost, and then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

7. Interview/Oral Presentation – If the Evaluation Committee determines that there are sufficient responsive, responsible Offerors submitted, notice will be given to those Offerors to attend a pre-interview meeting (if held) and participate in the Interview Process. Total points, based on questions for the interview, and potential site visit(s), will be a possible 100 Points. Questions will be distributed prior to the Oral Presentation or at the pre-interview meeting. Dates, times, and location for events will be in the notification of short-listed finalists.

100 Points

GRAND TOTAL 200 POINTS

C. Price Proposal – MUST be sealed in a separate envelope marked "COST PROPOSAL" and must be submitted with the proposal.

1. The Price Proposal shall be based PER STUDENT.

2. Alternate pricing structures may be submitted, but CLEARLY LABELED AS ALTERNATE PRICE PROPOSAL. However, the amount stated in Section V, C. 1., will be utilized for the evaluation and scoring of the proposals.

D. Final Pricing – will be negotiated and included in the Final Contract.

Appendix A
RFP-VS-25-26

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

Between

SANTA ROSA COSOLIDATED SCHOOLS DISTRICT

And

[VENDOR]

FOR [NAME OF VIRTUAL PROGRAM]
FOR GRADES K THROUGH 12

TABLE OF CONTENTS – EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

Between the
SANTA ROSA CONSOLIDATED SCHOOLS DISTRICT
And
[VENDOR]

This EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT ("**Agreement**") is made and entered into, by and between the Santa Rosa Consolidated Schools District of New Mexico (hereinafter the "**District**") and [VENDOR] (hereinafter "**[VENDOR]**"), each a "**Party**" together the "**Parties**", as of the date signed by both Parties, and includes the following exhibits:

a. Exhibit A (Products and Services)
b. Exhibit B ([VENDOR] Proprietary Marks)
c. Exhibit C (Form Notice of Intent)

RECITALS

A. **WHEREAS,** the Board of Education for the Santa Rosa Consolidated Schools is the governing body of the Santa Rosa Consolidated Schools organized and existing under the laws of the State of New Mexico, acting by and through its duly constituted Board of Education representing a political subdivision of the State of New Mexico. *See* N.M. Stat. Ann. § 22-1-2(R)(2003); N.M. Stat. Ann. § 22-5-4 (2003) (the **"Board"**).

B. **WHEREAS,** the Santa Rosa Consolidated Schools ("District") desires to utilize technology-based applications combined with teacher/student/parent involvement, to provide a full-time virtual on-line school program. Such on-line program, will serve grades K through 12 and be known as the [Program Name] (the "**Program**") and shall be available exclusively for the benefit of students throughout the State of New Mexico.

C. **WHEREAS,** the Program may also be referred to in abbreviated form, for example, as [Abbreviation of Program]

D. **WHEREAS,** [VENDOR] were established, among other things, for the following purposes:
- promoting and encouraging new methods of effective education;
- implementing innovative and effective instructional systems in elementary and secondary education.

E. **WHEREAS,** [VENDOR] will provide the School District with a variety of educational products and services in furtherance of the Program. These educational products and services include providing [VENDOR]owned and licensed curriculum, online school and learning management systems; teacher support, training, recruitment, and hiring; Program administration services; technology services for a student account management system and other administrative and technology support services specified in this Agreement.

F. **WHEREAS,** it is the intention of both Parties to enter into a long-term relationship in which the Board governs the Program while [VENDOR] provides a turnkey comprehensive educational products and services, including administrative services, and in which [VENDOR]will structure and administer the Program in such manner as to ensure the financial solvency of the Program in accordance with the terms of this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:

1.1. Applicable Law. Applicable Law is defined herein as the Constitution of the State, the State education laws and/or code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to public schools in the State.

1.2. Fiscal Year. The Fiscal Year shall run July 1 through June 30.

1.3. Program. The Program shall be the School District's public online educational offerings, to be known as [Program Name] or any substantially similar Program names.

1.4. Qualifying Students: To qualify, a student must be fully enrolled in the district virtual program, have logged in and participated in instruction at least three times within the 10-day window preceding each 80 day and 120 day Membership/Student Count day, and be coded in the Student Information System (SIS) with full time status.

1.5. State. The State is New Mexico.

1.6. Student. A Student is any student enrolled and/or otherwise taking course(s) in the Program or previously enrolled, including those pupils who have withdrawn.

1.7. Student Support Staff. Student Support Staff is defined as any position, other than teachers, that provides direct services to the Program and its Students, which may include a Guidance Counselor, Academic Coach or similar positions.

1.8. Teachers. Teachers are staff providing direct instruction to the students, including master and lead teachers and lab attendants, if any.

2. **RELATIONSHIP OF THE PARTIES.**

2.1. Independent Contractor. [VENDOR] is not a division or any part of the Board or the School District. The District is a political subdivision of the State of New Mexico authorized under State law, governed independently by the Board and is not a division or a part of [VENDOR]. [VENDOR] is an independent contractor to the Board. Nothing herein will be construed to create a partnership or joint venture by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partnership, joint ventures or any other similar such relationship between the Parties hereto. [Vendor] employees and agents are not employees of the District, and therefore are not entitled to any of the benefits the District provides to its employees, including, but not limited to, worker's compensation, disability insurance, vacation, or sick pay. [Vendor] shall be responsible for providing, at [Vendor's] expense, and in [Vendor]'s name, disability, workers' compensation, and/or other insurance as well as licenses, credentials, and permits usual or necessary for performing the services required under this Agreement. All financial and other obligations associated with [Vendor]'s business are the sole responsibility of [Vendor].

2.2. In providing special education services pursuant to this Agreement, [Vendor] is an independent contractor and will at all times operate as an independent entity and has no authority to act as an agent of the

District, make any agreements or incur any liabilities on behalf of District. All [Vendor] staff report solely to [VENDOR] and are not employees of the District. [Vendor] pays and provides for the compensation and other benefits of such personnel, including salary, health, accident and worker's compensation benefits, sick leave, and all taxes and contributions that an employer is required to pay for its employees. [Vendor] shall determine the terms of employment for its employees in accordance with its standard practices, including hiring and firing.

3. **[VENDOR] RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.**

3.1. Description of Educational Products. During the Term, [VENDOR shall license to the School District solely for use in the Program, on a non-exclusive, non-assignable, non-sublicensable basis the products and offerings as described in Exhibit A, to include online accessible curriculum in alignment with the curriculum provided by the in-person classrooms, access to an online school and learning management system(s), instructional tools and other products and product related services as set forth in Section I of Exhibit A (collectively the "**Educational Products**"). [VENDOR] will have sole responsibility for creating and implementing the Scholastic Framework, which shall be the instructional program for the Program.

3.2. Description of Administrative and Technology Services. During the Term, [VENDOR] shall provide to the District solely for the Program "**Administrative Services**", including Program administration services, teacher recruiting, training and administration, and "**Technology Services**" to include a student information system, hosting of an online platform, a student account management system and related technical support and other educational services as described in Exhibit A. The Administrative Services and Technology Services shall collectively be referred to as the "**Services.**"

3.3. Place of Performance. Performance of Services is not required to be rendered on the School District's premises, if any, unless specifically stated in Exhibit A or for compliance with Applicable Law.

3.4. Academic and Attendance Reports. No later than the tenth day of each month, or at such other interval as the Parties may agree, [VENDOR] will provide the following [VENDOR]reports for students in the Program to the District in a format to be agreed upon by the Parties:

3.4.1. All Student Report – All students who have ever applied to the Program (active and withdrawn) with related student demographic data;

3.4.2. Detail Report – Information on student progress as recorded by platform tracking (grades 6-12), including grade to date and number of submitted assignments;

3.4.3. Incremental Progress Report – Information on student progress as recorded by platform tracking (grades K-5) broken out by week as well as in the aggregate;

3.4.4. Final Grade Report – Final grades assigned and approved for completed courses by student and school;

3.4.5. Duration Report – The login date and the duration that the student and/or the Instructor was logged into the platform;

3.4.6. Aggregate Attendance Report – Total hours of attendance by subject, grand total hours of attendance by student, and total days by student; and

3.4.7. Any other academic and attendance data as the Parties may agree upon from time to time.

4. All services performed by educational assistants, paraprofessionals, and other unlicensed persons serving students in program shall be provided only under the supervision of duly licensed staff pursuant to 6.63.9.8 and 6.63.9.10 NMAC.

4.1. Student Engagement. [VENDOR] shall submit monthly participation reports by the 10th of each month for review and verification. To qualify for reimbursement, each student must meet the following criteria:

4.1.1. 90% weekly login rate;

4.1.2. Completion of at least 75% of assigned coursework (by platform tracking);

4.1.3. Attendance in at least one synchronous session per week.

4.2. Standards of [VENDOR] Performance.

[VENDOR] Compliance. [VENDOR] will provide the Educational Products and Services set forth in this Agreement and any amendments hereto in accordance with Applicable Law and Board policies made known to [VENDOR] in writing and relating to the Program. Subject to Section 12, [VENDOR] shall also comply with changes in Board policies applicable to the Program within thirty (30) days of receipt of written notice and a copy thereof.

4.2.1. Confidentiality of Records/FERPA. [VENDOR] will maintain the confidentiality of Program personnel, student and other records to which it may be granted access in accordance with the requirements of Applicable Law. The [VENDOR] recognizes and agrees that it is bound to the rules and regulations outlined in the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("**FERPA**") and the State laws governing the confidentiality of student records. The District shall define "school officials" and "legitimate educational interest" as permitted by FERPA broadly enough to permit the provision of the Educational Products and Services hereunder. Upon access to student records and information derived from student records, [VENDOR] shall be responsible for the protection of confidential student records and shall comply with any and all requirements of the District as to the protection of confidential student records under the FERPA and the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.* 34 CFR Part 300).

4.2.2. Licensure or Other State Requirements. Except as otherwise provided in this Agreement [VENDOR] will comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder.

4.2.3. Non-Discrimination. [VENDOR] agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of State of New Mexico, [VENDOR] agrees to assure that no person in the United States shall, on grounds of race, color, national origin, sex, sexual preference age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement. If [VENDOR] is found to be not in compliance with these requirement during the life of this Agreement, [VENDOR] agrees to take appropriate steps to correct these deficiencies.

4.2.4. Student Discipline**.** As applicable to the on-line learning environment, [VENDOR] Vendor shall enforce day-to-day classroom behavior expectations and report all disciplinary infractions to the District. Final authority on suspensions, expulsions, and legal interventions rests solely with the District. Vendor staff will cooperate with any investigation, hearing, or disciplinary process led by the District, and will participate in student re-engagement efforts as requested.. The Principal or the Superintendent of Schools will determine whether student discipline is appropriate except when an affirmative duty exists under State law to report a matter directly to law enforcement such as the duty of personnel to report suspected child abuse or neglect.

4.2.5. Academic Comparisons. If, in two consecutive back-to-back years, for any of the Program's elementary (grades K to 5), middle (grades 6 to 8) and high (grades 9 to 12) schools, that school's

Overall Performance metric for Academic Performance, as determined and made public by the New Mexico Public Education Department ("Metric") is below the District's at the same grade level by _____%, then [VENDOR] shall develop a remediation plan for that school with input from the District, which may include enrollment criteria, and shall implement it no later than the start of the next school year. District reserves the right terminate this agreement under Section 12 if, in the Districts sole opinion, the remediation plan is insufficient.

4.2.6. [VENDOR] shall provide the District with a list of its licensed employees, including but not limited to teachers (including the license number for each employee). The list must be provided one week prior to the commencement of instruction of any student accepted into the Program and must be kept current during the term of the Agreement. All teachers must have valid and current New Mexico licenses as required by the NMPED and the New Mexico Regulation and Licensing Department.

5. <u>DISTRICT RESPONSIBILITIES</u>.

5.1. <u>Oversight of [VENDOR]and the Program</u>. The School District shall be responsible for monitoring [VENDOR] performance under, and compliance with, the terms of this Agreement in accordance with Applicable Law.

5.2. <u>Adoption of Policies</u>. The Parties acknowledge and agree that in providing the Services, it shall be the responsibility of [VENDOR]to recommend various policies for the operation of the Program ("**Program Policies**"). [VENDOR]will implement procedures consistent with such policies, but the District retains ultimate responsibility for adopting policies, including those with respect to enrollment, and for overseeing [VENDOR]'s implementation of Services. [VENDOR] will cooperate with such oversight and policy implementation subject to Sections 3.4.1. [VENDOR]and the School District will work collaboratively and in a timely manner on the creation of Program policies that may include, but are not limited to, policies relating to transfer and admissions procedures, student conduct online, school calendars, procedures for resolution of parent or student complaints, and the responsible use of computer equipment and other instructional property. To the extent any of the foregoing collaborative policies are not in effect, the Parties agree that [VENDOR]'s standard policies and best practices applicable to the Program shall be used to avoid a lack of any policy. District shall promptly provide [VENDOR] written copies of all policies adopted and must promptly notify [VENDOR]in writing of any changes to such policies.

5.3. <u>Program-Related Correspondence</u>. The Parties agree to provide reports, documents and other findings that are related or may have an impact on the Program and/or the Parties respective obligations herein.

5.4. <u>School District Compliance</u>. The School District will perform its obligations under this Agreement and shall comply with, and govern itself in a manner consistent with the requirements of Applicable Law and expectations of Parties as set forth herein.

5.5. <u>School Day/Year</u>. The [Vendor] Program services will be provided during regular school days. The school day will meet the daily and annual requirements under New Mexico law with regard to public schools. [Vendor] will provide a full regular school year program in accordance with the District regular school year calendar (not to exceed a full 190 teacher days, 180 student days in a full, regular school year program).

6. <u>EDCUATION PROGRAMS GOVERNED BY FEDERAL LAW AND NEW MEXICO PUBLIC EDCUATION DEPARTMENT REGUALTIONS SPECIAL EDUCATION, SECTION 504 AND ENGLISH LANGUAGE LEARNERS.</u>

6.1. <u>Special Education</u>. Pursuant to Applicable Law, including the Individuals with Disabilities Education Act ("IDEA", 20 U.S.C. 1400), the School District, as the Local Education Agency ("LEA"), is ultimately responsible for appropriately communicating and implementing any policies, required special education and related services to Special Education Students. [VENDOR] shall monitor [VENDOR]'s provision of services for Special Education Students. [VENDOR]'s provision of services will include , recruiting and hiring qualified and trained teachers and related services providers (as defined by applicable NMPED regulations), , assisting the District with its Child Find duty for students enrolled in the Program as well as developing, implementing, and reviewing Program students' IEPs in the Least Restrictive Environment in compliance with IDEA, NMPED regulations, and Local Board policies and procedures. The District shall remain responsible for the Full and Individual Evaluation or Re-evaluations, for obtaining parental consent, and determination of eligibility.

6.1.1. The parties acknowledge the authority and responsibility of the District and the NMPED to conduct on-site evaluations of programs and pupil progress to ensure meeting state standards.

6.1.2. Consequently, [Vendor] will allow District and NMPED reasonable access to Program Platform to evaluate the Program, observe students, and provide parent tours; whenever possible, such access shall be permitted in advance at a mutually agreed date and time;

6.1.3. The LEA representative, a member of the District's staff, will service on all IEP teams of student enrolled in the Program;

6.1.4. At the District request, [VENDOR] shall timely provide copies of grade reports, transcripts, progress reports, attendance and any other educational records or other documents, including those necessary to evaluate, develop IEPs, conduct progress monitoring, provide educational services, or meet state and federal reporting requirements for students participating in the Program. Daily attendance will be submitted to the District.

6.1.5. Appear, without subpoena at due process hearings and otherwise cooperate with District for any due process hearing investigation; OCR complaint; state complaints or any other litigation related to [Vendor] programming;

6.1.6. Should the District become a party to a settlement agreement that resolves a request for a due process hearing, a state complaint, or other related litigation that involves professional development for staff employed by [VENDOR] who directly service students enrolled in Program, [VENDOR] agrees to make said staff available for District-provided professional development and [VENDOR] will pay said staff for the time that said staff attends same.

6.1.7. Should the District be subject to a Corrective Action Plan (CAP) by a governmental agency, [VENDOR] agrees to comply with the provisions of the CAP that involve [VENDOR]'s employees (i.e. teachers and related service providers) and that District will not pay additional amounts under this agreement to effectuate [VENDOR]'s employees' compliance.

6.1.8. Immediately notify District of any complaints or incidents that may compromise the delivery of a FAPE, including parent complaints, CPS calls or mandatory reports regarding child abuse and neglect, or any other matter that may give rise to a due process hearing or other litigation;

6.1.9. Immediately notify District of any disciplinary issues or incidents involving or related to Program students;

6.1.10. End-of-year outcome measures relating to pre- and post-test academic progress or other benchmark testing, attendance, behavioral level summary, incidents all of which are reported in the IEP Progress Reports; and

6.2. ELL. Pursuant to Applicable Law including Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.), the Equal Educational Opportunities Act (20 U.S.C. 39) and Title III of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (20 U.S.C. 28 and 70), the School District (as the LEA) is ultimately responsible for communicating and implementing any policies, required educational and related services to English Language Learners ("ELL"). [VENDOR] will provide all staff required to implement educational and related services for ELL students in the Program. [VENDOR] shall assist with the School District's obligations by providing translation assistance during enrollment for ELL Students (and their guardians), recruiting ELL-licensed teachers as required, providing general education curriculum and providing procurement support for services to ELL and 504 Students consistent with this Agreement. All policies defining the services and support to ELL Students and for the 504 population of Students must be approved by the Board. All provisions related to provision of documents, access to platform by District staff and NMPED, as well as compliance with Settlement Agreements, and any Corrective Action Plan ordered by a governmental agency provided in Section 6 are incorporated by reference for serving ELL students in the Program.

6.3. Section 504. . [VENDOR]'s provision of services for Section 504 students enrolled in the program will include , assisting the District with its Child Find duty for students enrolled in the Program as well as developing, implementing, and reviewing Program students' Section 504 Plan in compliance with Section 504 of the Rehabilitation Act and Local Board policies and procedures. The District shall remain responsible for any evaluations, for obtaining parental consent, and determination of eligibility.

6.3.1. The LEA representative, a member of the District's staff, will service on all Section 504 Committees of student enrolled in the Program;

6.3.2. All provisions related to provision of documents, access to platform by District staff and NMPED, as well as compliance with Settlement Agreements, and any Corrective Action Plan ordered by a governmental agency provided in Section 6 are incorporated by reference for serving students qualifying for Section 504 Plan who are enrolled in the Program.

7. FINANCIAL MATTERS.

7.1. Financial Risk Mitigation. As an inducement for entering into this Agreement, the Parties agree that [VENDOR] is willing to assume the financial risks set forth herein, subject to all of the risk mitigation efforts set forth below, each of which are material terms of this Agreement:

7.1.1. Preferred Partner. [VENDOR] shall be the preferred partner in providing the Educational Products and Services for the Program to provide an online educational program for any of grades K to 12 for students .[VENDOR] shall be given the first right of negotiation in the event District determines expansion of the program is appropriate. Nothing within this provision shall be construed to preclude or limit the Board of Education in the exercise of its fiduciary obligations to the District and to monitor the performance of this Agreement or to implement supplementary options that are not part of [VENDOR]'s Program.

8. TERM OF AGREEMENT.

8.1. Term. This Agreement will become effective upon the date of full execution for the benefit of the Fiscal Year commencing on ____________ 2025 ("**Effective Date**") and will expire on ____________ 2028 ("**Initial Term**") unless sooner terminated under the Section 13 of this Agreement.

8.2. Renewal. Following the Initial Term, this Agreement may be extended annually pursuant to either party given written notice of intent to renew which may include a renegotiation of terms (see Exhibit C "Form Notice of Intent"), unless (a) either Party provides the other with written notice of intent not to renew before the expiration of the then-current Term; or (b) the Agreement is sooner terminated under Section 12. If either party does not provide Notice of Intent to Renew at sixty (60) days prior to the expiration of the then-current term, contract will automatically renew under the existing terms and provisions of the existing contract unless terminated.

8.3. **PRICING, FEES AND PAYMENT.**

Reasonable and Necessary. [VENDOR] shall ensure that all costs billed to the District are reasonable, necessary, and allocable to the services provided under this Agreement. All expenditures must be consistent with applicable state and federal cost principles, including but not limited to 2 CFR Part 200 (Uniform Guidance), where federal funds are involved. The District reserves the right to request documentation substantiating the reasonableness and necessity of any charge.

Auditability of Percentage-Based Compensation. Any compensation to the Contractor based on a percentage of funds received by the District (including but not limited to state program revenue or per-pupil funding) must be fully auditable and traceable to specific services rendered under this Agreement. The Contractor shall maintain detailed records—including enrollment data, service logs, and cost justifications—sufficient to demonstrate the basis for all percentage-based payments. Such records shall be made available to the District, the New Mexico Public Education Department (PED), and any authorized auditors upon request, for the duration of the contract and for at least three (3) years following its termination.

8.4. Renewal Term Program Fees. Unless otherwise stated herein and after the first regular school year is complete, the Educational Product, Administrative and Technology Fees will adjust annually based upon the Consumer Price Index for all Urban Consumers ("CPI-U") most recently published as of the end of the Term preceding the Renewal Term

8.5. Educational Product, Administrative and Technology Fees. In consideration of the value of the Educational Products, Administrative Services and Technology Services provided by [VENDOR], the School District will pay [VENDOR] a "**Products, Administrative and Technology Services Fee"** at a rate equal to _____ Percent (____%) of the per-pupil program revenue received by the district from the State of New Mexico for the Program, IDEA Part B funds, and Title I funds. based on verified student enrollment and attendance based on 40-day, 80-day, and 120-day counts. The District shall reserve 100% of these funding streams for students enrolled in the Program who are residents of the District. For each Student enrolled in the Program in a Fiscal Year, compensation shall be provided as follows:

8.5.1. Payment of Program Expenses. [VENDOR] shall be responsible for paying all costs and expenses incurred by [VENDOR] in providing the Educational Products, Administrative Services and the Technology Services referenced in Exhibit A of this Agreement, including, but not limited to, Teacher and Student Support Staff related salaries and costs and payments to third-party vendors and contractors obtained by [VENDOR] for the Program, and that the balance remaining after the payment of such expenses shall be [VENDOR]'s fee.

8.5.2. Count-Day Enrollment Payments (___% of Total Contract Value). [VENDOR] shall receive a fixed per-student payment based on the number of active, enrolled students on both the 40-day, 80-day, and 120-day counts as officially reported to NMPED.

8.5.3. Engagement-Based Payment (___% of Total Contract Value). The remaining compensation shall be distributed monthly and prorated based on the number of students who meet the engagement criteria defined in these contract documents.

8.5.4. Performance Penalties. For any month in which more than _____% of enrolled students fail to meet engagement benchmarks, the District reserves the right to withhold up to _____% of that month's engagement-based payment. Continued underperformance for two consecutive months may trigger a formal review, and for three consecutive months may result in contract termination as provided in Section 13 herein.

8.5.5. Impact Aid. The Fee shall be reduced by the applicable weight to reflect the level of tax revenue loss to the District for each Student the School District establishes that the School District will not receive funding and has not received Impact Aid under Title VII of the Elementary and Secondary Education Act, as may be amended or recodified from time to time.

8.6. Special Education. Additional compensation for Special Education Students will be calculated on a per-student basis based upon New Mexico's state public education funding formula, the State Equalization Guarantee (SEG) and the student's assigned "program class".

[VENDOR] will commit ____% of student committed to [VENDOR] who are New Mexico Residents for enrollment in [VENDOR]'s virtual programs for enrollment in District's program.

9. Business Judgment. [VENDOR] hereby agrees, in the exercise of its business judgment, that the economic arrangement included herein, including the fees payable to [VENDOR] hereunder are reasonable and fair compensation for the Educational Products and Services provided for the Term.

10. PERSONNEL SUPPORTING THE PROGRAM.

10.1. The Parties anticipate that, except as otherwise required by Applicable Law, the Director of School Operations ("DOS") and all other administrative personnel will be provided by [VENDOR]

10.1.1. [VENDOR] Administrative Program Staff. [VENDOR] will employ and determine the employment terms for administrative personnel who may include a DOS or equivalent administrative staff position (which such person shall be [VENDOR]'s highest ranking employee assigned to the school), and such other staff, as [VENDOR] deems necessary to deliver the Educational Products and Services described in this Agreement. The responsibilities and performance of [VENDOR]'s staff will be consistent with Applicable Law. Such administrative personnel may be assigned to the Program on a full- or part-time basis. [VENDOR] will have the sole responsibility to select, supervise, direct, compensate and determine compensation, evaluate, transfer, promote, discipline and dismiss its staff members. The DOS (or designee) shall provide to the Principal all data necessary for submission to the District's student information system. The Principal or that person's designee shall be responsible for such submissions.

10.1.2. Program Teachers and Student Support Staff. [VENDOR] shall employ and be ultimately responsible for the Teachers and Student Support Staff for the Program to deliver the Educational Products and Services hereunder. The Teachers and Student Support Staff personnel shall be State-certified or possess the necessary credentials, qualifications, background and conduct checks to the extent required by Applicable Law. The Principal shall have the authority to use the benchmarks and requirements in the New Mexico Teacher Evaluation System (or its successor), performance management objectives and metrics each of which are created and provided by [VENDOR] and the Scholastic Framework to supervise and evaluate the teachers.

10.2. Complaints About [VENDOR] Staff. Job Performance of [VENDOR]'s staff shall be deemed a material provision of this Agreement. If the District is dissatisfied or concerned about the job performance of a [VENDOR] staff member assigned to the Program, the Board or its designee shall discuss the matter first with the DOS or its equivalent. Should [VENDOR] failed to address the concern to District's satisfaction, that shall be treated as a material breach and cause for termination under Section 13 herein. In the event the School District has a concern or is not satisfied with the DOS' job performance, the Board will provide [VENDOR] official written notice pursuant to this Agreement and set forth the specific issues and requested action with supporting documentation, and [VENDOR] shall review such request and respond in a timely manner. In conformity with the School Personnel Act and associated Regulations, the School District maintains the right to immediately remove from the Program any student or [VENDOR] employee who poses an immediate threat or danger to personnel or students. This ability to remove such individuals shall include but is not limited to, the School District's needs to conduct necessary investigations of complaints and/or concerns raised about the interaction between teachers and students pending final action by [VENDOR] and the School District.

10.3. Principal. The District shall be solely responsible for the employment, supervision and dismissal of its Principal of the Program. The Principal's responsibilities will be set by the District and shall be consistent with that in Section 4.2. If [VENDOR] is dissatisfied or concerned about the job performance of the Principal assigned to the Program, [VENDOR] will inform the Superintendent (or a designee other than the Principal) with requested action and supporting documentation. The Superintendent (or a designee other than the Principal) agrees to review and respond in a timely manner. The Principal shall invite the DOS to all meetings and conferences, whether in-person, by telephone or virtual, with more than one [VENDOR] employee and shall send all e-mails or other electronic or written communications sent to one or more teachers to the DOS at the same time that they are sent to the teacher or teachers.

10.4. Background Investigations on [VENDOR] Employees. [Vendor] employees providing services pursuant to this Agreement shall have passed all criminal background checks required by New Mexico law and District pursuant to its policies and procedures. District will process such background checks and provide [Vendor] with all relevant information and forms to facilitate these criminal background checks. [Vendor] shall bear all costs associated with these criminal background checks and in circumstances where [Vendor] runs the background checks for [Vendor] Program staff, [Vendor] represents and warrants that all [Vendor] Program staff have a satisfactory background check as dictated by state law governing teacher background checks.

11. **PAYMENT OF PRODUCT AND SERVICE FEES.**

11.1. Payment of Fees. The School District shall pay [VENDOR] monthly for all fees and costs due to [VENDOR] under Section 9 of this Agreement, with each payment due no later than thirty (30) days after funding for students in the Program is received by the School District. The School District shall provide to [VENDOR] all documentation regarding funding received by the School District for students in the Program no later than thirty (30) days after funding for students in the Program is received by the District.

11.2. Taxes. Except as otherwise stated herein, [VENDOR] is not responsible for any taxes or third-party charges related to the activities, or the ownership or operation of the Program within the boundaries of the School District.

12. **OTHER SCHOOLS.** The Parties acknowledge that [VENDOR] will have the right to render similar services and provide similar products to other persons or entities, including, but not limited to, other public or private schools, institutions or districts within and outside of the State. [VENDOR] agrees to refrain from rendering similar services or provide similar products to any person or entity physically located within the boundaries of the School District except through this agreement.

13. **TERMINATION.** Events of termination are as follows:

13.1. Termination for Cause. Except as otherwise provided herein, the Parties shall use good faith efforts to resolve all disputes relating to this Agreement as set forth in Section 22; however, either Party may terminate this Agreement for cause at any time with ninety (90) days' prior written notice to the other Party. Termination for cause shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement, and a failure to cure such breach within thirty (30) days after receiving written notification from the terminating Party. Upon termination of this Agreement, the non-breaching Party shall be entitled to seek any remedies for which it would be entitled at law or in equity.

13.2. Termination Based on Attendance. If all of the Program's elementary, middle and high schools have been discontinued as measured by the reports provided under Section 3.4.6 of this Agreement, then this Agreement is deemed to be terminated as of the last day of the last discontinued school.

13.3. Termination Based on Inadequate Documentation. Failure to provide adequate justification or documentation of such costs required in Section 9 upon request may result in withholding of payment, contract termination, or other remedies available under law.

13.4. Performance Penalties. As provided in Section 9, underperformance for two consecutive months may trigger a formal review, and for three consecutive months may result in partial or full contract termination as determined by the District in its sole discretion with no penalty. Additionally, if, in two consecutive back-to-back years, for any of the Program's elementary (grades K to 5), middle (grades 6 to 8) and high (grades 9 to 12) schools, that school's Overall Performance metric for Academic Performance, as determined and made public by the New Mexico Public Education Department ("Metric") is below the District's at the same grade level by _____%, then [VENDOR] shall develop a remediation plan for that school with input from the District, which may include enrollment criteria, and shall implement it no later than the start of the next school year. District is not obligated to accept [VENDOR]'s remediation plan and may, at its sole discretion, select to terminate this agreement with no penalty.

13.5. Termination in the Event of Certain Changes. [VENDOR] may terminate this Agreement effective immediately upon written notice to the School District in the event that the Board adopts or amends a policy or the Principal provides direction, in either case without the prior written approval of [VENDOR], and the effect of such amendment, policy or direction could reasonably be determined to require [VENDOR] to increase materially the level of services required to be provided hereunder or to increase materially the financial risk to [VENDOR] arising from its performance of its obligations hereunder, thus rendering [VENDOR]'s performance economically unviable as determined by [VENDOR]. In the event the Board adopts such an adverse policy or the Principal provides such direction in the middle of a school year, [VENDOR] agrees to use its best efforts to complete the then current school year without waiving any rights and remedies hereunder.

13.6. Change in Applicable Law. If any change in Applicable Law enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within ninety (90) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

13.7. Non-Appropriation. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the District's Board of Education ("Board") and New Mexico Public Education Department (NM PED) for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board or NM PED, this Agreement will terminate upon delivery of written notice by the District to [VENDOR]. The decision of the District as to whether sufficient appropriations are available will be accepted by [VENDOR] and will be final.

14. **TERMINATION EFFECTS.** Effects of termination are as follows:

14.1. Outstanding Payments Due. District agrees to pay all undisputed fees within thirty (30) days from the date of [VENDOR]'s invoice. Any portion of an invoice that is disputed in good faith shall be identified by District in writing within ten (10) days of receipt, with a reasonably detailed explanation of the dispute. Any undisputed amounts shall remain payable in accordance with the terms herein, and nonpayment of undisputed amounts shall constitute a material breach of this Agreement.

14.2. Late Payments. Any undisputed amount not paid when due shall accrue interest at a rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower, from the due date until paid in full.

14.3. Return of Equipment. Return of [VENDOR]-provided equipment, if any, is mandatory. [VENDOR] will request from students, by and through the student's parents or guardians that they return all [VENDOR] assets including, but not limited to, computers, related equipment and non-consumable materials that may be provided by or on behalf of [VENDOR] upon the expiration or termination of this Agreement, or, if earlier, upon their discontinuation of enrollment in the Program, in accordance with the policies governing the use and reclamation of such materials. [VENDOR] shall assume the sole risk and responsibility for any and all lost or damaged computers, monitors, software and other hardware provided and used during the Term of this Agreement.

15. **INTELLECTUAL PROPERTY RIGHTS.**

15.1. Limitations On Use of Intellectual Property. The District agrees to not modify, adapt, or alter [VENDOR]'s Proprietary Marks. In connection with use of the [VENDOR] Proprietary Marks and the [VENDOR] Proprietary Materials by the Board/School District and the Program staff, the Board/School District agrees to include any trademark notice, copyright notice, or other legal notice required by [VENDOR]. The District agrees to not sublicense any rights under this Agreement without the advance written consent of [VENDOR].

15.2. Ownership of Intellectual Property. [VENDOR] hereby grants Client a non-exclusive, non-transferable, non-sublicensable license to use the proprietary materials, content, software, or deliverables ("Proprietary Materials") provided under this Agreement. This license is limited to the term of the Agreement unless otherwise specified and does not convey any ownership rights in the Proprietary Materials. All rights not expressly granted herein are reserved by [VENDOR].

15.3. Effect of Termination on Licenses. In the event of expiration or termination of this Agreement, te District agrees to discontinue use of the [VENDOR] Proprietary Materials and the [VENDOR] Proprietary Marks,.

16. **INSURANCE AND INDEMNIFICATION.**

16.1. [VENDOR] shall obtain, pay for, and maintain throughout the Term of the Agreement a policy of comprehensive liability insurance with coverage of not less than the coverage limits set forth below:

16.1.1. Worker's Compensation and Employer's Liability. Worker's Compensation limits shall be the statutory limits and employers' liability insurance, with limits of (1) $100,000.00 Each Accident-Bodily Injury by Accident; (2) $100,000.00 Each Employee-Bodily Injury by Disease; and (3) $500,000 Policy Limit Bodily Injury by Disease.

16.1.2. General Liability Insurance. Limit of Liability: $1,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage liability; $1,000,000.00 advertising injury; $3,000,000 general aggregate and $3,000,000.00 aggregate for products and completed operations. The general liability insurance shall cover: premises operations; blanket contractual liability, personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; broad form property damage (including completed operations).

16.1.3. Automobile Liability Insurance. Limit of Liability: $1,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage liability arising from owned, non-owned, and hired vehicles when any motor vehicle is used in connection with the Program.

16.1.4. Professional Liability Insurance. Limit of Liability: $1,000,000.00. The professional liability insurance shall cover errors and omissions, including professional liability assumed under this Agreement, which may be written on a claims-made basis.

16.2. [VENDOR] shall indemnify the District, its officers, directors and employees ("District

Indemnitees”), from and against claims, losses, expenses, including reasonable attorney’s fees brought by a third party on account of: actual loss of life, bodily injury, personal injury, damage to property, or claims that arise out of or are related to the gross negligence or willful misconduct of [VENDOR] (“District Claims”) provided, however, that [VENDOR]’s indemnification obligations to the District Indemnitees will be several and not joint, and the District may only seek indemnification from [VENDOR] for [VENDOR]’s proportionate share of the District Claims incurred based on degree of fault as finally determined by a court of competent jurisdiction. In no circumstance shall [VENDOR] be liable for incidental, consequential, special, punitive or indirect damages or lost profits of any kind.

16.3. If a claim for indemnification (a “Claim”) is to be made by the District hereunder against [VENDOR], the District shall give written notice (a “Claim Notice”) to [VENDOR] as soon as practicable after the District becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the District. If any lawsuit or enforcement action is filed against the District, written notice thereof shall be given to [VENDOR] as promptly as practicable and in any event within fifteen (15) days after the service of the citation or summons. Subject to the limitations of this Section, the failure of the District to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that [VENDOR] demonstrates actual damage caused by such failure. After such notice, if [VENDOR] shall acknowledge in writing to the District that [VENDOR] shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then [VENDOR] shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the District, to handle and defend the same unless the named parties to such action or proceeding include both [VENDOR] and the District and the District has been advised in writing by counsel that there may be one or more legal defenses available to the District that are different from or additional to those available to [VENDOR], in which event the District shall be entitled, at [VENDOR]’s cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the District, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give the District a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If [VENDOR] fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the District shall (upon delivering notice to such effect to [VENDOR]) have the right to undertake, at [VENDOR]’s cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the District; provided, however, that such Claim shall not be compromised or settled without the written consent of [VENDOR], which consent shall not be unreasonably withheld or delayed. In the event the District assumes the defense of the claim, the District will keep [VENDOR] reasonably informed of the progress of any such defense, compromise or settlement. [VENDOR] shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

16.4. In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

16.5. Notwithstanding any other provision, the liability of the District will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended. The District and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement shall modify or waive any provision of the New Mexico Tort Claims Act.

17. **REPRESENTATIONS AND WARRANTIES.**

17.1. Representations and Warranties of [VENDOR]. [VENDOR] hereby represents and warrants to the School District:

17.1.1. Organization and Good Standing. [VENDOR] is a company duly organized, validly existing, and in good standing under the laws of the [State] and is a wholly owned subsidiary of [VENDOR] Inc.

17.1.2. Power and Authority; Authorization; Binding and Enforceable Agreement. [VENDOR] has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by [VENDOR] and constitutes the valid and legally binding obligation of [VENDOR], enforceable against [VENDOR] in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

17.1.3. Professional Services. [VENDOR] warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards, and deliverables, if any, will materially comply with the agreed upon functional specification set forth in the applicable Exhibit A, if used in a manner consistent with the conditions for which it was designed.

17.1.4. Non-Conformities. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware or interfacing not supplied by [VENDOR], or authorized contractors; or (b) resulting from inadequate or improper maintenance, modification, storage or usage of the [VENDOR]-provided materials by the District, its employees or Students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

17.2. Representations and Warranties of the District. The School District hereby represents and warrants to [VENDOR]:

17.2.1. Power and Authority; Authorization; Binding and Enforceable Agreement. The School District has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

17.2.2. Authority Under Applicable Law. The Board has the authority under Applicable Law to: (i) contract with a company to obtain the Services and all other products, programs and services under this Agreement; (ii) to execute, deliver, and perform this Agreement; and (iii) to incur the obligations provided for under this Agreement.

17.2.3. Non-Contravention. The execution, delivery and performance of this Agreement by the School District will not constitute, under any other agreement, note, lease, or other instrument to which the School District is a party or by which it or any of its assets is bound, any violation, breach or event of default by the District or any other party thereto.

17.2.4. Program Authorization. The Program has been duly authorized by the Board in accordance with Applicable Law. The School District has delivered to [VENDOR] a true and complete copy of the Board Resolution approving the Program.

18. **OFFICIAL NOTICES.** All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, or (iii) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) three business days after mailing as described in clauses (i) or (ii) of the foregoing sentence, or (ii) on the date of personal delivery. Electronic mail does not constitute notice under this Agreement. The addresses of the Parties are:

For [VENDOR]:
[NAME]
[TITLE]
[ADDRESS]
[ADDRESS]
Phone:

With Copy To:
[VENDOR]
ATTN: General Counsel
[ADDRESS]
[ADDRESS]
Phone:

For Santa Rosa Consolidated Schools District:
Marty Madrid, Superintendent of Schools
344 South 4th Street
Santa Rosa, NM 88435
Phone: 575-472-3171
E-Mail: mmadrid@srlions.com

With Copy To:
WALSH GALLEGOS KYLE ROBINSON & ROALSON, PLLC
500 Marquette Avenue NW, Suite 1310 Albuquerque, New Mexico 87102
Phone: (505) 243-6864
E-Mail: dvernooy@wabsa.com

19. **DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.**

19.1. Dispute Resolution Procedure. The Parties agree that they will, within a period not to exceed ten (10) days, attempt in good faith to settle all disputes arising in connection with this Agreement amicably in the ordinary course of business escalating up to the Superintendent of the District and the President of [VENDOR]. If a dispute is not resolved in the ordinary course of business, the aggrieved Party may proceed to mediation and/or invoke other remedies in accordance with this Agreement.

19.2. Mediation before Litigation. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the breach thereof, and the parties have not resolved the dispute as provided in section 19.1, the parties agree to first attempt to resolve the matter through good faith mediation. The mediation shall be in Rio Arriba County, New Mexico, and administered by a mutually agreed-upon mediator or, if none is agreed upon, under the rules of the American Arbitration Association's Mediation Procedures. If the parties are unable to resolve the dispute through mediation within 30 days of notice of the dispute, either party may pursue any and all available remedies in a court of competent jurisdiction. Nothing in this clause shall be construed to limit either party's right to seek injunctive or equitable relief in a court at any time, where such relief is necessary to prevent irreparable harm.

19.3. Governing Law. The laws of the State of New Mexico without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement. Nothing in this Agreement shall be interpreted as constituting consent by the District to be subject to the jurisdiction of the Navajo Nation or any of its agencies related to its operation; employment of administrators, teachers or staff; the education and safeguarding of students: supervision or disciplining of students; or any other governmental duty or function of the School District as a New Mexico public school district, and the School District specifically denies any wavier of jurisdiction to the Navajo Nation by the execution of this Agreement or its actions in furtherance of this Agreement.

20. **FORCE MAJEURE**. Notwithstanding any other provisions of this Agreement, no Party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage, pandemic, epidemic or other acts beyond a Party's reasonable control and unrelated to its fault or negligence.

21. COORDINATION, EXERCISE OF APPROVAL OR CONSENT RIGHTS.

21.1. Coordination; Exercise of Approval or Consent Rights:

21.1.1. Coordination and Consultation. The Parties will coordinate the performance of their respective activities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement. Without limiting the generality of the foregoing, [VENDOR]'s legal counsel and the School District's legal counsel will consult from time to time with respect to the requirements of Applicable Law and the School District's policies as they relate to the Program's operations.

21.1.2. Approval or Consent Rights. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "its sole discretion," or words to that effect, in the applicable provision.

22. MISCELLANEOUS.

22.1. Entire Agreement. This Agreement including its attachments hereto constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations and understandings. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.2. Counterparts, Facsimile or PDF Transmissions. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or PDF signature pages as if such facsimile or PDF pages were originals.

22.3. Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.4. Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

22.5. Interpretation. The Parties hereto acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

22.6. Severability. In the event any term, provision or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of all other provisions of this Agreement. To the extent that any of the services to be provided by [VENDOR] are found to be overbroad or an invalid delegation of authority by the Board, such services will be construed to be limited to the extent necessary to make the services valid and binding.

22.7. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

22.8. No Third-Party Rights. This Agreement is made for the sole benefit of the District and [VENDOR] and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

22.9. Survival of Termination. All representations, warranties, and indemnities expressly made in this Agreement will survive termination of this Agreement.

22.10. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date set forth below.

For and on behalf of SANTA ROSA CONSOLIDATED SCHOOLS DISTRICT		**For and on behalf of [VENDOR]**	
Signed:	______________________	**Signed:**	______________________
Name:	______________________	**Name:**	______________________
Position:	______________________	**Position:**	______________________
Date:	______________________	**Date:**	______________________

EXHIBIT A

Curriculum and Services

I. Educational Products and Product-Related Services. During the Term, [VENDOR] will provide or cause to be provided to the District for the Program and its Students and its personnel the Educational Products and product-related services. The Educational Products to be provided in accordance with the terms of the Agreement, as [VENDOR] determines in its reasonable discretion are as follows:

A. Online Program. For each school year during the Term, [VENDOR] will provide a license for and access to proprietary and licensed: (i) curriculum (in English) and a learning management system for grades K through 8 for those core subject areas required by the State (Language Arts, Math, Science, History) as well as other courses offered or required for these grades which may include Art, Music and foreign language; (ii) curriculum (in English) and a learning management system for grades 9 through 12, in each case in Language Arts, Math, Science and History in addition to electives per the [VENDOR] course catalogue; and (iii) third party curricula [VENDOR] generally offers similar virtual schools, in each case for such courses required by Applicable Law.

B. Instructional Tools and Materials. Instructional tools and supplies, including without limitation textbooks and multi-media teaching tools. [VENDOR] shall identify which materials are durable and must be reclaimed and such materials must be returned as set forth in Section 14.3. [VENDOR] will provide instructions and pre-paid shipping materials and labels to facilitate the return of these materials.

C. Instructional Support. [VENDOR] will make available the necessary instructional support as mutually agreed upon as the Program may require for the Educational Products and related offerings. Such support will require that [VENDOR] pay all costs and fees (if possible, through direct billing to [VENDOR]) for available Internet service for any student enrolled in the Program who meets the federal requirements for a free or reduced lunch or who meet other criteria as agreed upon between the District and [VENDOR], with such criteria intended to include families that cannot afford Internet access with special attention paid to those who live in rural areas of the state without easy access to the Internet. families that cannot afford Internet access. Paid Internet service is not required to be provided to any student not then-enrolled in the Program or during periods (such as summers) in which the student is not taking at least one class in the Program.

D. Computers. [VENDOR] may provide or cause to be provided computers, monitors, software and other hardware, as [VENDOR] determines in its discretion, to be necessary to deliver the curriculum and as agreed to in writing by [VENDOR]. In the event a student is having technical trouble with a [VENDOR]- provided device and notifies [VENDOR] Tech Support, [VENDOR] shall triage and troubleshoot the issue remotely. If remote triage and troubleshooting does not resolve the problem and the problem is due to the [VENDOR]-provided device, [VENDOR] shall replace the device. Upon notification to [VENDOR] Tech Support, no student shall be left without access to the Program and curriculum for more than three (3) school days. [VENDOR] shall assume the sole risk and responsibility for any and all lost or damaged computers, monitors, software and other hardware provided and used during the Term of this Agreement. [VENDOR] shall maintain a continuous and accurate inventory of all computers, monitors, software and other hardware provided and used in the Program. All such equipment shall be promptly returned to [VENDOR] upon a Student's withdrawal or upon expiration or termination of this Agreement as set forth in Section 14.3. [VENDOR] will provide instructions and pre-paid shipping materials and labels to facilitate the return of these materials.

E. Testing Support. During the Term, as agreed upon by the Parties, [VENDOR] may provide, or cause to be provided to the Program included as part of the Final Adjusted Fee, equipment, logistics and technical support and related services to assist with State required online testing of Students ("**State Testing**") as reasonably necessary. State Testing may include:

1. Site Surveys: [VENDOR] will physically validate facilities for testing sites and will notify the District if proposed facilities are found unsuitable. In all rooms where assessments will be administered mobile lab technology will be simulated and tested to include ISP signal quality measurements; optimal placement of network devices will be documented and primary and secondary networks will be identified and deployed as needed.

2. Technical Point of Contact: [VENDOR] will provide a technical point of contact to support the Program with the State Testing.

3. Onsite Support: Onsite support including set up and tear down of equipment provided as reasonably required by technicians (with national criminal records background check), however, Program teachers must be present when onsite tech is in proximity of Students.

4. Troubleshooting. Site monitoring and PC troubleshooting to be provided onsite and/or remote as reasonably required.

II. Administrative Services. During the Term, [VENDOR] will solely provide or cause to be provided to the Program the Administrative Services, including the Scholastic Framework (or successor), which shall serve as the instructional program for the Program. Notwithstanding the forgoing, no Services shall be provided for the purpose of benefiting the District, the Program or any personnel or students for any school year beyond the Term. The Administrative Services to be provided in accordance with the Agreement, as [VENDOR] determines in its reasonable discretion are as follows.

A. Educational School Consulting. Propose and implement educational goals, methods of pupil assessment, Program policies, Program calendar, school day schedule, and age and grade range of pupils to be enrolled in the Program. [VENDOR]'s recommendations for the Program will be consistent with the Agreement and Applicable Law.

B. Contracted Personnel and Support Services. If any Program employees are District employees, [VENDOR] will provide supervision of all personnel providing Educational Products and Services. [VENDOR] will provide support services to include administration of Program employees including recruiting assistance and hiring recommendations; provided, however the District's staff shall be responsible for performing all reference, certification and background checks and other related services on its personnel and for performing payroll functions or securing of payroll services; negotiation, securing and administration of health, retirement and other benefits all of which shall be the District's or its PEO's responsibility. [VENDOR] will work with the District's staff and its applicable PEO to recommend human resources policies, bonus plans, and strategic plans for staffing, development, and growth. [VENDOR] will also provide teacher performance evaluation models to District for its employees and recommend and, if approved, carry out effective ways to measure teacher performance in a virtual setting.

C. Pupil Recruitment-Related Services:

Pupil Recruitment. Recruitment of students, including creation, design and preparation of recruitment materials and advertisements; assist with information sessions and other events via mail, e-mail, print, radio, television, and outdoor advertising. Other recruitment activities include designing Program recruitment materials, letterhead, business cards, and logos to create Program identity and developing, designing, and maintaining the Program website. Recruiting campaigns undertaken may vary in nature, but shall be designed to inform potential students about the Program in the local area.

1. Admissions. Implementation of the Program's admissions policies in accordance with this Agreement, including administering of the application and the Student enrollment process. Communicating with potential students and their families and conducting a random lottery if required.

2. Family Services. Plan and arrange Program orientation sessions. Assist with the design and implementation of parent orientation sessions. Field and respond to incoming calls, letters, faxes, and e-mails received by [VENDOR] about the Program, its curriculum, the application/enrollment process, instructional materials, etc. Conduct exit interviews with select Students and their parents who withdraw in order to learn more about how to improve the program for Students and share this information with District.

3. Program Feedback. Obtain feedback on how to improve the Program and curriculum, as appropriate. Create methods for Students, their parents, and teachers to submit comments and suggestions; implement improvements where [VENDOR] or District deems them to be valuable.

4. Student Clubs and Contests. Access to virtual social clubs for Students. Clubs are formed based on Student feedback and interests. [VENDOR] also provides access to participation opportunities in nationwide contests which may focus on such areas as art, poetry and craft contests. Access to both Student clubs and contests is voluntary and is open to all Program Students.

5. High School Services: As requested and as available, [VENDOR] may offer counseling tools for high school Students.

D. Special Education Students: [VENDOR] may assist the School with the provision of services for Special Education Students. [VENDOR]'s assistance as provided may include, approving enrollments in accordance with related policies and Applicable Law, providing general education curriculum, recruiting teachers and providing procurement support for related service providers. Where a School-based [VENDOR] employee is the representative attending meetings related to Special Education Students, including IEP meetings, at a minimum [VENDOR] may complete an annual IDEA audit. All policies defining the services and support to Special Education Students must be approved by the School's Board.

E. ELL and 504 Students: [VENDOR] may assist with its obligations by providing translation assistance during enrollment for ELL Students (and their guardians), recruiting ELL-licensed teachers, providing general education curriculum and providing procurement support for services to ELL and 504 Students consistent with this Agreement. [VENDOR] may conduct an annual review of the School's 504 and ELL services. All policies defining the services and support to ELL Students and for the 504 population of Students must be approved by the School's Board.

F. Facility Management. As may be applicable, help identify location of the District's initial or supplemental office Facility(ies) for the Program. Together with District's attorney and designees, assist with negotiating and approving leases, leasehold improvements and lease amendments in accordance with provided leases and related documents require District approval.

G. Business Administration. Administration of business aspects and day-to-day administration of Program operations to include the following:

1. Consultation, and services as liaison for the District, and other governmental offices and agencies.

2. Consultation and recommendations regarding special programs, processes, support services and reimbursements.

3. Consistent with other provisions of the Agreement, provide Program administrative staff as appropriate.

4. Work with District's counsel, if any, on legal matters affecting the Program, provided, however, [VENDOR] shall not provide legal advice and any such collaboration shall not be deemed as [VENDOR] providing legal advice.

5. Preparation of forms, operations manuals or guides, and policies and procedures as necessary or required for the District's review and approval.

6. Consultation with respect to, and monitoring and oversight of, State reporting systems.

7. Assist District in identifying and applying for grants and other funding opportunities.

8. Arrange contracts with school districts, education services centers, and professional service providers for special education and testing on Program's behalf.

9. Establish and implement policies and procedures to maintain proper internal controls for [VENDOR].

10. Provision of operational regulatory compliance services to assist Programs in understanding and complying with applicable regulatory and legal requirements as well as preparing for and responding to audits.

11. Obtaining forms, as required, from Students' district of residency to participate in the Program.

H. Reporting. Provide such other information required by the Board within a reasonable time following a written request thereof, and in all cases consistent with Applicable Law.

I. Management Assistance. Assistance with management to include assisting with and helping coordinate third-party audit(s) of the Program.

J. Maintenance of Student Records

1. [VENDOR] will maintain and keep the educational records of the Program at the Facility or at a location agreed to by District, unless prohibited by Applicable Law. The District recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act and the State open records act, [VENDOR] has a legitimate educational interest for purposes of the District disclosing to [VENDOR] the Program student's educational records.

2. [VENDOR] will maintain student educational records pertaining to students enrolled in the Program in the manner required by Applicable Law, and retain such records on behalf of District until this Agreement is terminated, at which time such records will be retained by and become the sole responsibility of District.

3. Ensure accessibility of Program educational records to the District, its independent auditor and the State for completion of audits required by Applicable Law. The Parties understand that all Program-related Student educational records are the property of the District.

K. Student Discipline. Provide necessary information and cooperate with District on the handling of student disciplinary matters, including without limitation attendance and truancy matters where applicable pursuant to Applicable Law, this Agreement and District policies. [VENDOR] will recommend policy and procedures for District adoption consistent with Applicable Law and the body of this Agreement.

L. Teacher Training and Development. Develop and offer new Teacher training and professional development for Teachers consistent with what [VENDOR] offers similarly situated programs. Host Teacher professional development sessions throughout the school year for new and returning Teachers. Recommend enhancements to the Program's Teacher Handbook for review and approval by the District.

M. Instructional Property Assistance. Prepare and submit to the District (or its designees) proposed policies and procedures regarding the responsible use of equipment and other instructional property. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of [VENDOR] as agreed in writing.

N. Grants and Donations. On behalf of the District, [VENDOR] may solicit and receive grants and donations for the Program from public funds through competitive or non-competitive processes, and private sources consistent with the Program's objectives; provided, however, that any solicitation of such grants and donations by [VENDOR] will be subject to the approval by the District and such fund shall be used as designated.

O. Additional Administrative Services. Any other services as agreed to in writing by the Parties from time to time.

III. Technology Services. During the Term, [VENDOR] will provide or cause to be provided to the District for the Program the technology services (the "**Technology Services**") described below. Notwithstanding the forgoing, none of the Technology Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration or earlier termination of this Agreement.

A. 24-7 monitoring of production services, i.e., SAMS and the on-line learning management system;

B. Monitor and analyze system data to fix production issues as they may arise;

C. Generate reports on pupil academic performance, attendance and progress;

D. Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals for the Program;

E. Train Program staff, as deemed appropriate and necessary, on technology systems;

F. Develop, design, publish, and maintain the Program's interactive website;

G. Install and maintain the Program's computer network;

H. Generate reports;

I. Develop community tools on the Program's website and [VENDOR] platform (including password protected threaded discussion and message boards, moderation functionality, directories, etc.);

J. Determine hardware configurations (including software and operating systems) for the Program's technology needs;

K. Provide onsite and telephone support for the Program administration in troubleshooting system errors, and telephone support for students;

L. Propose for the Program adoption policies and procedures regarding the responsible use of computer equipment and other Program property;

M. Support teachers and Program care associates in answering technology-related questions from students, parents, teachers, and administrators;

N. Install software to generate master image of computer configurations for teachers, administrators, and students in order to standardize the user experience and lower costs and turn-around time for implementation and troubleshooting;

O. Ensure electronic security of student records (through the use of encryption, firewalls, etc.);

P. Provide a Web-filtering device to ensure that students do not have access to inappropriate materials on the Internet;

Q. Prepare for, supervise, and implement system roll-overs at the end of the academic year;

R. Design and implement inventory management systems with the Program's distribution and hardware vendors, as well as reclamation programs, as needed;

S. Provide online enrollment, registration and placement services;

T. Provide Program email accounts for Program employees;

U. Provide Program care and technology support services on the learning management system, computer and software issues;

V. Oversee changes to the Program website to maintain quality assurance and make sure that there are not "version control" problems;

W. Along with our [VENDOR] Marketing department, coordinate security, creative, and content issues pertaining to the website;

X. Coordinate Web hosting contracts and relationships with vendors across the State as needed;

Y. Handle troubleshooting issues for the Program's website and send issues to the appropriate person or district for resolution; and

Z. Additional Technology Services in [VENDOR]'s discretion and any other services as agreed to in writing by the Parties from time to time.

EXHIBIT B

[VENDOR] Proprietary Marks

Trademark Quality Control – Restricted Content: The District agrees to not use [VENDOR] Proprietary Marks in connection with harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful or otherwise offensive material, or in any manner that would be likely to tarnish or adversely impact the reputation, quality, value and goodwill associated with [VENDOR] and/or the [VENDOR] Proprietary Marks.

EXHIBIT C

Form Notice of Intent

As set forth in Section 8.2, this form notice (or a substantially similar version) is required if a Party desires to invoke its rights under same.

* * * * * * *

Date: ___________

To: *[Party's addressee in Section 18]*

Re: Educational Products and Services Agreement ("Agreement") - Notice of Intent To

Whom It May Concern:

The Board of Education ("Board") of the Santa Rosa Consolidated Schools District – *or* – [VENDOR] ("[VENDOR]")] is providing this notice in accordance with Section 8.2 of the Agreement between the Board and [VENDOR]. This notice is provided solely to preserve our right to discuss renewal terms in consideration of a contract extension, before the Agreement may automatically renew as set forth in Section 8.2.

Until any amendment to the Agreement is fully executed by the Parties' authorized signatories, the terms of the Agreement shall remain unchanged. If we desire to memorialize proposed edits to the Agreement, if any, we will contact your authorized designee within two (2) weeks from the date of this notice. At such time we agree to undertake good faith discussions to renew the Agreement under similar or substantially similar terms to avoid disruption to the Program's staff, families and Teachers.

Sincerely,

[Applicable Party's Representative]

cc: *[As applicable]*

EXHIBIT C

Form Notice of Intent

As set forth in Section 20, this form notice (or a substantially similar version) is required if a Party desires to invoke its rights under Section 8.2.

* * * * * * *

Date: __________

To: *[Party's addressee in Section 18]*

Re: Educational Products and Services Agreement ("Agreement") - Notice of Intent

To Whom It May Concern:

The ______________[Board of Education ("Board") of the ________________ School District – *or* – [VENDOR] ("[VENDOR]")] is providing this notice in accordance with Section 18 of the Agreement between the Board and [VENDOR]. This notice is provided solely to preserve our right to discuss renewal terms in consideration of a contract extension, before the Agreement may automatically renew as set forth in Section 8.2.

Until any amendment to the Agreement is fully executed by the Parties' authorized signatories, the terms of the Agreement shall remain unchanged. If we desire to memorialize proposed edits to the Agreement, if any, we will contact your authorized designee within two (2) weeks from the date of this notice. At such time we agree to undertake good faith discussions to renew the Agreement under similar or substantially similar terms to avoid disruption to the Program's staff, families and Teachers.

Sincerely,

[Applicable Party's Representative]

cc: *[As applicable]*

APPENDIX "B"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE. **THIS FORM SHALL BE COMPLETED AND RETURNED AS A PART OF THE OFFEROR'S PROPOSAL.**

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement proces**s" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Santa Rosa Consolidated School Board of Education:

Current Board Members: Keith Ross (President), Susan Abeyta-Lynch (Vice President), Angelo Romo (Secretary), Joseph Salas (Member), and Peter Tormos (Member).

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:
RFP- 001

Contribution Made By: ______________________________

Relation to Prospective Contractor: ______________________________

Date Contribution(s) Made: ______________________________
____

Amount(s) of Contribution(s) ______________________________
____

Nature of Contribution(s) ______________________________
____

Purpose of Contribution(s) ______________________________
____

(Attach extra pages if necessary)

______________________________ ______________________________
Signature Date

____
Title (position)

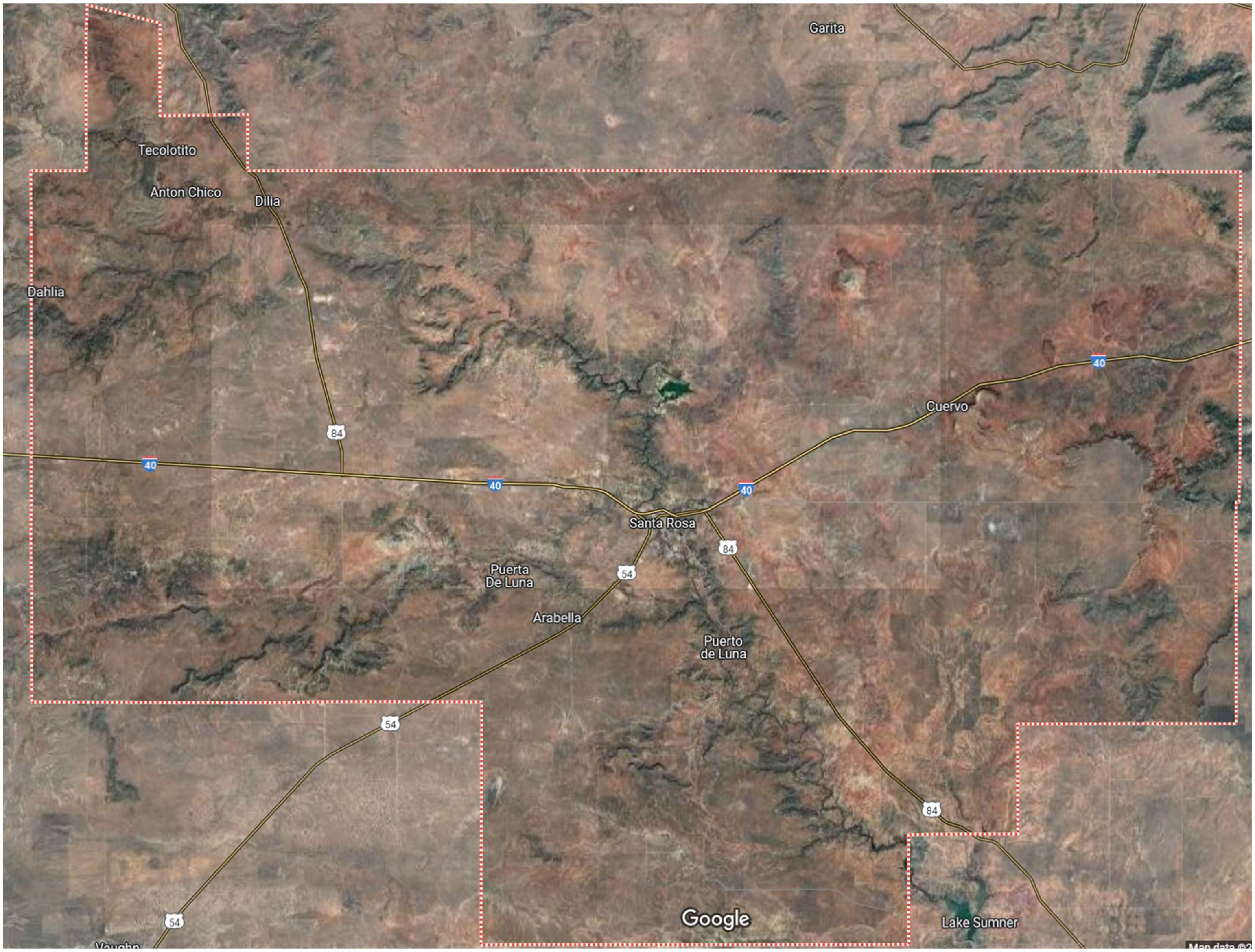
-- OR --

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

______________________________ ______________________________
Signature Date

____
Title (Position)

APPENDIX "C"


Garita
Tecolotito
Anton Chico
Dilia
Dahlia
Cuervo
Santa Rosa
Puerta De Luna
Arabella
Puerto de Luna
Lake Sumner
Google
40
84
54

LEGAL NOTICE
REQUEST FOR PROPOSALS
SANTA ROSA
CONSOLIDATED SCHOOLS
TYPE OF SERVICE
RFP# 001

DEADLINE FOR RECEIPT OF PROPOSALS:
Date: July 18, 2025 3:00pm MDT.
SANTA ROSA CONSOLIDATED SCHOOLS is requesting proposals for VIRTUAL SCHOOL.

RFP documents may be obtained on-line at: WWW.SRLIONS.COM
Documents will be available on: JULY 8, 2025.

Proposals submitted after the specified date and time will not be considered and will be returned. SRCS reserves the right to accept or reject any or all proposals and to waive any formalities on minor inconsistencies.

Journal: July 11-20, 2025

LEGAL #95009

LEGAL NOTICE REQUEST FOR PROPOSALS SANTA ROSA CONSOLIDATED SCHOOLS – TYPE OF SERVICE RFP# 001

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PUB: July 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 2025.

Stride A LEARNING COMPANY

NEWS RELEASE

Stride, Inc. Signs Multi-District Agreements to Operate K12-Powered Online School in New Mexico

2025-08-04

RESTON, VA, Aug. 04, 2025 (GLOBE NEWSWIRE) -- Stride, Inc. (NYSE: LRN) has now partnered with Chama Valley Independent Schools and Santa Rosa Consolidated Schools, to operate Destinations Career Academy of New Mexico (NMDCA), one of its K12-powered online public schools, starting this fall. With more than 3,000 students already enrolled for the upcoming 2025–2026 school year, NMDCA is poised to meet the needs of a diverse and growing population of students and families.

“This partnership with Stride K12 is a strategic step forward in expanding educational access and innovation in our rural communities,” said Chama Valley Independent Schools Superintendent Anthony Casados and Santa Rosa Consolidated Schools Superintendent Martin Madrid in a joint statement. “By offering a high-quality virtual option under our district umbrellas, we’re creating new opportunities for students across the state while positioning our districts as forward-thinking hubs for learning.”

Since its launch in 2020, NMDCA has become one of New Mexico’s most prominent online public school programs, combining licensed New Mexico educators, personalized instruction, and career-focused pathways to meet the evolving needs of students across the state.

“Families in New Mexico are increasingly seeking education options that are flexible, future-focused, and built to support each student’s individual needs,” said Adam Hawf, Stride K12 Superintendent of Schools. “Our partnerships with Chama Valley and Santa Rosa allow us to build on our foundation in the state and collaborate with districts that share our commitment to innovation and student success.”

Enrollment for the 2025–2026 school year is now open. Families can learn more and begin the application process by visiting **nmdca.k12.com**.

# # #

About Stride, Inc.
Stride Inc. (NYSE: LRN) is redefining lifelong learning with innovative, high-quality education solutions. Serving learners in primary, secondary, and postsecondary settings, Stride provides a wide range of services including K-12 education, career learning, professional skills training, and talent development. Stride reaches learners in all 50 states and over 100 countries. Learn more at **stridelearning.com**.

About NMDCA
Destinations Career Academy of New Mexico (NMDCA) is an online public school program serving K–12 students statewide. Operated by Stride, Inc. in partnership with local school districts, NMDCA combines academic excellence with career-readiness pathways and dual-credit opportunities. Learn more at **nmdca.k12.com**.

Brooke Gabbert | Sr Director of Communications
Stride Inc.
press@k12.com

Source: Stride Inc.

Outlook

RE: Signed Acknowledgement of Receipt - K12 Virtual Schools LLC

From Greenway, Randall <rgreenway@k12.com>
Date Tue 2020-01-28 4:01 PM
To Marco Abeita <mabeita@gmcs.org>

1 attachment (537 KB)
DCA-NM EPSA - TO DISTRICT 2020-1-28.docx;

Mr. Abeita,

Attached is a DRAFT version of our standard contract. I'm traveling most of the day tomorrow and I'm in meetings all day on Thursday. I'll have time on Friday or anytime next week (except Monday afternoon) to walk you through the agreement. As I mentioned earlier, I can be in Gallup from Tuesday on next week if that would be useful.

Cheers!

RANDALL GREENWAY

Vice President, School Development

K12

M (479) 295-2023

rgreenway@K12.com | K12.com

From: Marco Abeita <mabeita@gmcs.org>
Sent: Tuesday, January 28, 2020 11:24 AM
To: Greenway, Randall <rgreenway@k12.com>
Subject: RE: Signed Acknowledgement of Receipt - K12 Virtual Schools LLC

Mr. Greenway,
Sorry for the delay, we've been caught with various other demands, all of which are "urgent".

I am trying to get the official notice out today for you. Mr. Hyatt would like to discuss the project with you sometime next week. He is out the rest of this week at the NM Legislature. What would be a good date and time?

Once you do have the draft contract please forward to me for review. Hopefully, we can settle the contractual terms before the meeting with Mr. Hyatt.

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

Between

GALLUP-MCKINLEY COUNTY SCHOOL DISTRICT

And

K12 VIRTUAL SCHOOLS LLC

FOR THE DESTINATIONS CAREER ACADEMY OF NEW MEXICO
FOR GRADES K THROUGH 12

TABLE OF CONTENTS – EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

Between the
GALLUP-MCKINLEY SCHOOL DISTRICT
And
K12 VIRTUAL SCHOOLS LLC

This EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT ("**Agreement**") is made and entered into, by and between the Gallup-McKinley School District of New Mexico (hereinafter the "**District**") and K12 Virtual Schools LLC, a Delaware limited liability company (hereinafter "**K12**"), each a "**Party**" together the "**Parties**", as of the date signed by both Parties, and includes the following exhibits:

a. Exhibit A (Products and Services)
b. Exhibit B (K12 Proprietary Marks)
c. Exhibit C (Form Notice of Intent)

RECITALS

A. **WHEREAS,** the Gallup-McKinley School District of New Mexico is governed by its Board of Education (the **"Board"**).

B. **WHEREAS,** the District desires to utilize technology based applications combined with teacher/student/parent involvement, to provide full-time virtual on-line school program. Such on-line program, will serve grades K through 12 and be known as the Destinations Career Academy of New Mexico (the "**Program**") and shall be available exclusively for the benefit of students throughout the State of New Mexico.

C. **WHEREAS,** the Program may also be referred to in abbreviated form, for example, as DCA-NM.

D. **WHEREAS,** K12 and its Affiliates were established, among other things, for the following purposes:

- promoting and encouraging new methods of effective education;
- implementing innovative and effective instructional systems in elementary and secondary education.

E. **WHEREAS,** K12 will provide the District with a variety of educational products and services in furtherance of the Program. These educational products and services include providing K12 owned and licensed curriculum, online school and learning management systems; teacher support, training, recruitment, and hiring; Program administration services; technology services for a student account management system and other administrative and technology support services specified in this Agreement.

F. **WHEREAS,** it is the intention of both Parties to enter into a long-term relationship in which the Board governs the Program while K12 provides comprehensive educational products and services, including administrative services, and in which K12 will help assure the financial solvency of the Program in accordance with the terms of this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:

1.1. Affiliates. An Affiliate of K12 is an entity that controls, is controlled by, or under common control with K12, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise.

1.2. Applicable Law. Applicable Law is defined herein as the Constitution of the State, the State education laws and/or code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to public schools in the State.

1.3. Not used.

1.4. Fiscal Year. The Fiscal Year shall run July 1 through June 30.

1.5. Not used.

1.6. Program. The Program shall be the District's public online educational offerings, to be known as Destinations Career Academy of New Mexico ("DCA-NM") or any substantially similar Program names.

1.7. Program Revenues. Program Revenues are all revenues and income generated or appropriated for and received by or on behalf of the District as attributed to any Student or the Program which includes, but is not limited to, the following sources as applicable: state and local per-pupil basic education funds and public school state and local funding, all funding for career or technical education;federal funds for the Program and/or its Students; other funding including, but not limited to, Title I funding; special education funding; facility funding and other revenue sources provided by law and obtained by or on behalf of the District and its Board and all contributions and grants received by, on behalf of or for the Program.

1.8. Shareholder. A Shareholder is a holder of greater than one percent (1%) of K12's outstanding shares of common stock.

1.9. State. The State is New Mexico.

1.10. Student. A Student is any student enrolled and/or otherwise taking course(s) in the Program or previously enrolled, including those pupils who have withdrawn.

1.11. Student Support Staff. Student Support Staff is defined as any position, other than teachers, that provides direct services to the Program and its Students which may include a Guidance Counselor, Academic Coach or similar positions.

1.12. Teachers. Teachers are staff providing direct instruction to the students, including master and lead teachers and lab attendants, if any.

2. RELATIONSHIP OF THE PARTIES.

2.1. Status of the Parties. K12 is not a division or any part of the Board or the District. The District is a body corporate authorized under State law, governed independently by the Board and is not a division or a part of K12. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. The Parties are independent contractors. Nothing herein will be construed to create a partnership or joint venture by or between the Board/District and K12. Neither Party will be the agent of another. The Board/District and their employees will in no case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind K12 to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing by K12.

3. K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.

3.1. Description of Educational Products. During the Term, K12 and Affiliates shall license to the District solely for use in the Program, on a non-exclusive, non-assignable, non-sublicensable basis the products and offerings as described in Exhibit A, to include curriculum, access to an online school and learning management system(s), instructional tools and other products and product related services as set forth in Section I of Exhibit A (collectively the "**Educational Products**"). Notwithstanding the forgoing, no Educational Products shall be provided for the purpose of benefiting the District, the Program or any personnel or students for any school year beyond the expiration or termination of this Agreement.

3.2. Description of Administrative and Technology Services. During the Term, K12 and Affiliates shall provide to the District solely for the Program "**Administrative Services**", including Program administration services, teacher recruiting, training and administration, and "**Technology Services**" to include a student information system, hosting of an online platform, a student account management system and related technical support and other educational services as described in Exhibit A. The Administrative Services and Technology Services shall collectively be referred to as the "**Services.**" Notwithstanding the forgoing, no Services shall be provided for the purpose of benefiting the District, the Program or any personnel or students for any school year beyond the expiration or termination of this Agreement.

3.3. Place of Performance. Performance of Services is not required to be rendered on the District's premises, if any, unless specifically stated in Exhibit A or for compliance with Applicable Law.

3.4. Standards of K12 Performance.

3.4.1. K12 Compliance. K12 will provide the Educational Products and Services set forth in this Agreement and any amendments hereto in accordance with Applicable Law and Board policies made known to K12 in writing and relating to the Program. Subject to Section 12, K12 shall also comply with changes in Board policies applicable to the Program within thirty (30) days of receipt of written notice and a copy thereof; however, Program Policies (as defined in Section 4.3) shall be adopted in accordance with Section 4.3 and Board policies cannot and do not revise, amend or create additional rights or obligations to either Party of this Agreement, except as may be agreed to by both Parties in a written amendment hereto.

3.4.2. Confidentiality of Records/FERPA. The District shall ensure that K12 has the right to access personnel, financial, and Student data related to the Program. As such, K12 will maintain the confidentiality of Program personnel, student and other records in accordance with the requirements of Applicable Law. The District recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("**FERPA**") and the State open records act, K12 has a legitimate educational interest for purposes of the District disclosing a student's educational records to K12. The District shall define "school officials" and "legitimate educational interest" as permitted by FERPA, broadly enough to permit the provision of the Educational Products and Services hereunder.

3.4.3. Licensure or Other State Requirements. Except as otherwise provided in this Agreement, K12 will comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder.

3.4.4. Non-Discrimination. K12 prohibits discrimination in all its programs and activities on the basis of race, color, religion, sex, national origin, age, disability, and where applicable, marital status, familial status, and sexual orientation and on all other bases required by Applicable Law.

4. DISTRICT RESPONSIBILITIES.

4.1. Not used.

4.2. Oversight of K12 and the Program. The District shall be responsible for monitoring K12's performance under, and compliance with, the terms of this Agreement in accordance with Applicable Law.

4.3. Adoption of Policies. The Parties acknowledge and agree that in providing the Services, it shall be the responsibility of K12 to recommend various policies for the operation of the Program ("**Program Policies**"). K12 will implement procedures consistent with such policies, but the District retains ultimate responsibility for adopting policies and for overseeing K12's implementation. K12 will cooperate with such oversight and policy implementation subject to Sections 3.4.1 and 12. K12 and the District will work collaboratively and in a timely manner on the creation of Program policies that may include, but are not limited to, policies relating to transfer and admissions procedures, student conduct online, school calendars, procedures for resolution of parent or student complaints, and the responsible use of computer equipment and other instructional property. To the extent any of the foregoing collaborative policies are not in effect, the Parties agree that K12's standard policies and best practices applicable to the Program shall be used to avoid a lack of any policy. The District shall promptly provide K12 written copies of all policies adopted and must promptly notify K12 in writing of any changes to such policies.

4.4. Program Related Correspondence. The District shall provide K12 with any reports, documents and other findings that are related or may have an impact on the Program and/or K12's obligations herein. Such Program related correspondence includes, but is not limited to, Board resolutions and reports, State audit preliminary and final reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body. The District shall not withhold information and shall cooperate with K12 to ensure K12 has the needed data and information within the District's control in a timely manner.

4.5. District Compliance. The District will perform its obligations under this Agreement and shall comply with, and govern itself in a manner consistent with the requirements of Applicable Law.

5. SPECIAL EDUCATION, 504 AND ENGLISH LANGUAGE LEARNERS.

5.1. Special Education. Pursuant to Applicable Law including the Individuals with Disabilities Education Act ("IDEA", 20 U.S.C. 1400), the District as the Local Education Agency ("LEA") is ultimately responsible for appropriately communicating and implementing any policies, required special education and related services to Special Education Students. K12 shall assist the District with the provision of services for Special Education Students. K12's assistance will include, approving enrollments in accordance with related policies and Applicable Law, providing general education curriculum, recruiting teachers and providing procurement support for related service providers. All policies defining the services and support to Special Education Students must be approved by the Board. State and federal funds received by the District for special education Students in the Program shall be included in Program Revenue.

5.2. ELL and 504. Pursuant to Applicable Law including Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.), the Equal Educational Opportunities Act (20 U.S.C. 39) and Title III of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (20 U.S.C. 28 and 70), the District (as the LEA) is ultimately responsible for communicating and implementing any policies, required educational and related services to English Language Learners ("ELL") and Students under Section 504 of the Rehabilitation Act of 1973 ("504"), as amended. K12 shall assist with its obligations by providing translation assistance during enrollment for ELL Students (and their guardians), recruiting ELL-licensed teachers as required, providing general education curriculum and providing procurement support for services to ELL and 504 Students consistent with this Agreement. All policies defining the services and support to ELL Students and for the 504 population of Students must be approved by the Board. State and Federal funds received by the District for such Students in the Program shall be included in Program Revenue.

6. FINANCIAL MATTERS.

6.1. Financial Risk Mitigation. As an inducement for entering into this Agreement, the Parties agree that K12 is willing to assume the financial risks set forth herein, subject to all of the risk mitigation efforts set forth below, each of which are material terms of this Agreement:

6.1.1. Exclusivity. K12 shall be the sole provider of a) the Educational Products and Services for the Program and b) an online educational program for any of grades K to 12 for students who are not residents of the District unless otherwise waived in writing by an authorized officer of K12. Nothing within this provision, however, shall be construed to preclude the Board in the exercise of its fiduciary obligations to the District. Moreover, the District shall be permitted to procure goods and services from a third party to the extent expressly required by Applicable Law, solely provided such goods and services are not otherwise included in the Educational Products and Services. Prior to any third-party procurements, the District shall give K12 a thirty (30) day right of first refusal to provide such services or goods not enumerated herein or in the future, and if K12 is able and willing to provide such services or goods the District shall procure them from K12.

6.1.2. Financial Risk Remedies. In the event the District materially breaches this Agreement or otherwise acts in a manner that will have the effect of materially increasing K12's obligations, including payment obligations, or materially decreasing its rights herein, including changing the name of the Program, or adopting adverse policies and the Agreement is not terminated, then to the extent K12 has not otherwise expressly agreed to such material change in writing, K12 reserves the right to invoke any remedies available to it, including termination as set forth in Section 12 effective immediately beginning with the Fiscal Year that such breach or action occurred in addition to other remedies available.

7. TERM OF AGREEMENT.

7.1. Term. This Agreement will become effective upon the date of full execution for the benefit of the Fiscal Year commencing on July 1, 2020 ("**Effective Date**") and will expire on June 30, 2026 ("**Initial Term**") unless sooner terminated under the Section 12 of this Agreement.

7.2. Renewal. Following the Initial Term, this Agreement will automatically extend for up to two successive additional periods of two (2) year(s) (each such period a "**Renewal Term**"), unless (a) either Party provides the other with written notice of intent not to automatically renew at least two (2) years before the expiration of the then-current Initial Term or Renewal Term (as applicable); or (b) the Agreement is sooner terminated under Section 12. The Initial Term and any Renewal Terms will be referred to collectively as the "**Term**".

8. PRICING, FEES AND PAYMENT.

8.1. Administrative Oversight Compensation. From those Program Revenues, each Fiscal year the District shall retain three percent (3%) as an oversight fee (hereinafter "**Administrative Oversight Fee**") to cover all administrative expenses, and other costs incurred that are associated with the District's responsibility of monitoring K12's performance under, and compliance with, the terms of this Agreement and the Program's and operational performance in accordance with Applicable Law.

8.2. Educational Product, Administrative and Technology Fees. In consideration of the value of the Educational Products, Administrative Services and Technology Services provided by K12, the District will pay K12 and its Affiliates a "**Products, Administrative and Technology Services Fee"** equal to one hundred percent (100%) of the remaining balance of the Program Revenues after subtracting the Administrative Oversight Fee (the "**Program Funds**"). The Parties hereby acknowledge that out of the Program Funds payable to K12 pursuant to this subparagraph, K12 shall be responsible for paying all costs and expenses incurred by K12 in providing the Educational Products, Administrative Services and the Technology Services referenced in Exhibit A of this Agreement including, but not limited to, Teacher and Student Support Staff related salaries and costs and payments to third-party vendors and contractors obtained by K12 and its Affiliates for the Program, and that the balance remaining after the payment of such expenses shall be K12's fee.

8.3. Business Judgment. The District hereby agrees, in the exercise of its business judgment, that the economic arrangement included herein, including the fees payable to K12 hereunder are reasonable, necessary, and fair compensation for the Educational Products and Services provided for the Term.

9. PERSONNEL SUPPORTING THE PROGRAM.

9.1. K12 Administrative Program Staff. K12 will employ and determine the employment terms for administrative personnel who may include a Principal/Head of School ("**HOS**") or equivalent administrative staff position, and such other staff, as K12 deems necessary to deliver the Educational Products and Services described in this Agreement. The responsibilities and performance of K12's staff will be consistent with Applicable Law. Such administrative personnel may be assigned to the Program on a full- or part-time basis. K12 will have the sole authority to select, supervise, compensate and determine compensation, evaluate, transfer, promote, discipline and dismiss its staff members.

9.2. Program Teachers and Student Support Staff. K12 shall employ and be ultimately responsible for the Teachers and Student Support Staff for the Program to deliver the Educational Products and Services hereunder, except in limited circumstances where K12 deems it reasonably necessary for the District to employ such staff. The Teachers and Student Support Staff personnel shall be State certified or possess the necessary credentials, qualifications, background and conduct checks to the extent required by Applicable Law.

9.3. Complaints About K12 Staff. If the District is dissatisfied or concerned about the job performance of a K12 staff member assigned to the Program, the Board or its designee shall discuss the matter first with the HOS or its equivalent. In the event the District has a concern or is not satisfied with the HOS' job performance, the Board will provide K12 official written notice pursuant to this Agreement and set forth the specific issues and requested action with supporting documentation and K12 shall review such request and respond in a timely manner

9.4. Not used.

9.5. Determination of Employer Entity. The Parties anticipate that, except as otherwise required by Applicable Law, the HOS and all other administrative personnel will be provided by K12. In the event that K12 determines that it is necessary or desirable that any of the K12 staff members providing services under this Agreement become an employee of the District, K12 shall notify the Board of such determination in writing and upon the written agreement of the Board, such K12 staff member shall become an employee of the District; such change shall become effective on the date agreed to by the Parties.

9.6. Background Investigations on K12 Employees. As part of its Administrative Services, K12 will be responsible for arranging for criminal background checks to be conducted on its employees assigned to the Program to the extent required under Applicable Law and will maintain documentary evidence that it has done so. Upon the District's request, K12 will provide the District with documentary evidence of its compliance, subject to any privacy restrictions or confidentiality requirements imposed by Applicable Law.

10. PAYMENT OF PRODUCT AND SERVICE FEES.

10.1. Invoicing and Payment of Fees. The District shall provide to K12 all documentation regarding Program Revenues received by the District within thirty (30) days of receipt of any Program Revenues. K12 will submit to the District, on a quarterly basis, an invoice for the Educational Products and Services delivered based on such documentation and pursuant to the terms of Sections 8.1 and 8.2.

10.2. Payment Date and Interest. All invoices payable to K12 and its Affiliates are due within thirty (30) days from the later of the receipt of the invoice or when the District receives the funding applicable to the product(s) or service(s) invoiced (regardless of whether funding is received by the District after the Term or the earlier termination of the Agreement). Except solely for amounts disputed in good faith pursuant to Section 10.5, if the District fails to pay an invoice when due, then in addition to any other remedies, K12 reserves the right to charge and the District agrees to pay interest on the past due amount at the lesser of one and one-quarter percent (1¼%) per month or the maximum rate allowed by Applicable Law. All payments made hereunder will be made to K12 (or its designated Affiliate) by wire transfer to the account provided by K12 in writing, unless an alternative payment method is provided for in the K12 invoice.

10.3. Taxes. Except as otherwise stated herein, K12 is not responsible for any taxes or third-party charges related to the activities, or the ownership or operation of the Program. Without limiting the foregoing, the District agrees to pay any sales, use, property, excise, value-added, or other similar taxes, if any, imposed by Applicable Law, except for taxes based on K12's income. For the avoidance of doubt, all fees for the Educational Products and Services set forth herein are exclusive of such taxes.

10.4. Year-End Adjustments. Within sixty (60) days after completion of each Fiscal Year, the District shall prepare and submit to K12 a statement of the total amounts of the Program Revenue received with respect to such Fiscal Year, including the calculation of such amounts. If the total amount of the Fees owed to K12 based on the foregoing sentence exceeds the total amount invoiced by K12 pursuant to Section 10.1, K12 will submit an invoice for payment in accordance with Section 10.2. Overpayment of fees, if any, will be applied to or against the next payment(s) or payment(s) otherwise due to K12 or any Affiliate, or if no payments are due, K12 shall refund the excess amount to the District.

10.5. Disputed Amounts. The District shall notify K12 in writing prior to an invoice due date of any amount it disputes in good faith ("Dispute Notice"). The Dispute Notice shall detail the reasons for such dispute and the Board agrees to pay all undisputed amounts in accordance with Section 10.2. The Parties shall seek to resolve these disputed amounts in accordance with the dispute resolution provisions set forth in Section 22. Notwithstanding anything to the contrary in this Agreement, K12 may file suit in a court of competent jurisdiction to recover all past due amount.

10.6. Non-Payment Remedies. If the District fails to pay any amount for which a timely Dispute Notice is not received, then notwithstanding anything in this Agreement to the contrary, in addition to invoking any other legal or equitable rights available to K12, upon ten (10) days written notice to the Board, K12 reserves the right to: (i) suspend the provision of any or all of its Educational Products and Services offered hereunder; (ii) cease processing enrollments for any new Program students; and/or (iii) terminate this Agreement at the end of the then-current school year or for the coming school year if such notice is provided to the Board no later than June 30. The District shall be liable for costs incurred by K12 to collect any undisputed amounts due hereunder, including reasonable attorneys' fees.

11. OTHER SCHOOLS. The Parties acknowledge that K12 and its Affiliates will have the right to render similar services and provide similar products to other persons or entities including, but not limited to, other public or private schools, institutions or districts within and outside of the State.

12. TERMINATION. Events of termination are as follows:

12.1. Termination for Cause. Except as otherwise provided herein, the Parties shall use good faith efforts to resolve all disputes relating to this Agreement as set forth in Section 22; however, either Party may terminate this Agreement for cause at any time with ninety (90) days' prior written notice to the other Party. Termination for cause shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement, and a failure to cure such a breach within forty-five (45) days after receiving written notification from the terminating Party. Upon termination of this Agreement, the non-breaching Party shall be entitled to seek any remedies for which it would be entitled at law or in equity. Additionally, in the event the District does not cure the material breach of this Agreement as set forth in this provision K12, in its sole discretion, may continue performance so long as there are no outstanding payments due to K12 and its Affiliates in lieu of terminating this Agreement, but such continuance shall not be deemed a waiver of any of K12's rights hereunder, including termination.

12.2. Termination for Material Reduction in Program Revenue. K12 may terminate this Agreement in the event there is a material reduction in Program Revenue below the amount for the prior Fiscal Year or such reduction will materially increase the financial risk to K12 in providing the Educational Products and Services. K12 shall notify the Board of its intent to terminate under this provision and provide the Board thirty (30) days' notice so that the Parties may work together to find alternative funding or other means to offset the reduction in Program Revenue. If the Parties are unable to find additional revenue or other means in the thirty (30) day time-frame, K12 may terminate this Agreement and such termination shall be effective: (i) immediately upon written notice by K12 to the Board, if notice or publication of such reduction is given at least ninety days (90) prior to the commencement of the school year to which such reduction is applicable; or (ii) at the end of the school year upon written notice to the Board if notice or publication of such reduction is given during the school year to which such reduction is applicable. In the event K12 elects not to terminate this Agreement in accordance with this provision, K12 may reasonably revise and determine the level of products and services to be provided in accordance with Applicable Law, considering any such funding reduction.

12.3. Termination in the Event of Certain Changes in the Program Policies. K12 may terminate this Agreement effective immediately upon written notice to the District in the event that the Board adopts or amends a policy without the prior written approval of K12, and the effect of such amendment or policy could reasonably be determined to require K12 to increase materially the level of services required to be provided hereunder or to increase materially the financial risk to K12 arising from its performance of its obligations hereunder, thus rendering K12's performance economically unviable as determined by K12. In the event the Board adopts such an adverse policy in the middle of a school year, K12 agrees to use its best efforts to complete the then current school year without waiving any rights and remedies hereunder.

12.4. Change in Applicable Law. If any change in Applicable Law enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within ninety (90) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

13. TERMINATION EFFECTS. Effects of termination are as follows:

13.1. Outstanding Payments Due. Except as otherwise agreed by the Parties in writing, termination does not relieve the District of any obligations for payments outstanding to K12 as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

13.2. Return of Equipment. Return of K12-provided equipment, if any, is mandatory. All K12 assets including, but not limited to, computers, printers, related equipment and non-consumable materials that may be provided by or on behalf of K12 are to be returned upon the expiration or termination of this Agreement, in accordance with the policies governing the use and reclamation of such materials. Nonetheless, any damages to such equipment and materials or unreturned equipment and materials will be invoiced to the Board at the Replacement Value. The Replacement Value is the cost to replace the equipment anew.

13.3. Fees Owed. In the event this Agreement terminates as provided for herein, or it expires pursuant to its terms, and unless otherwise agreed by the Parties in writing, the District shall owe for all products provided and services rendered in accordance with this Agreement for the period up to and including then current Fiscal Year of the termination or expiration and the District shall pay off the outstanding fees due to K12. All such fees will be determined up to and including the year in which this Agreement terminates or expires.

13.4 Loss of Value. The subject matter of this Agreement is unique and that it would not be possible for K12 to resell the Educational Products or the Services that are the subject of this Agreement. In view of the difficulty in estimating K12's damages incurred, the Parties agree to the extent not precluded by Applicable Law, for the purposes hereof that K12's damages (in addition to those entitled under law or equity) shall be fifteen percent (15%) of the Program Revenues in the Fiscal Year in which the Agreement is being terminated, due within thirty (30) days following date of such termination, if the Agreement is terminated because of the Board's actions or omissions unless said action or omission is in response to Applicable Law or direction which is not caused by the negligent action or omission or the willful misconduct of the Board, and except as action is taken by the Board to terminate this Agreement in accordance with Section **Error! Reference source not found.**.

14. INTELLECTUAL PROPERTY RIGHTS.

14.1. Proprietary Materials. K12 (and its Affiliates and respective licensors) own all rights, including but not limited to, copyright title, and interest in and to any educational materials, curriculum, learning management systems, instructional content, trade secrets, know-how, artwork, graphics, software, marketing materials and any documents or derivative works related thereto, made available by K12 or its Affiliates to the District or for the Program (collectively, "K12 Proprietary Materials").

14.2. Rights in K12 Proprietary Marks. K12 and its Affiliates own all rights, title and interest, including any goodwill, in and to their respective trademarks, service marks, logos, trade dress, Program names, trade names and domain names, including but not limited to the Program names and logos and those trademarks and names identified in Exhibit B hereto (collectively, "K12 Proprietary Marks"). Any rights or goodwill the District may have established in the foregoing will be assigned to K12.

14.3. Limited License of Intellectual Property. K12 hereby grants the District a royalty-free, non-exclusive, non-transferable license to use the K12 Proprietary Materials and the K12 Proprietary Marks during the Term in connection with the Program as contemplated in this Agreement. If District employees create any original works for use in connection with, or for incorporation into any K12 Proprietary Materials, K12 is hereby granted a perpetual, royalty-free, worldwide right and license to exploit, use distribute, modify and create derivative works from such works in any medium and for any purpose.

14.4. Limitations On Use of Intellectual Property.

14.4.1 The District shall not modify, adapt, alter or translate the K12 Proprietary Marks. The District shall only use the K12 Proprietary Marks in the form set forth in Exhibit B, or as otherwise required or approved of in writing by K12.

14.4.2 The District shall not disassemble, reverse engineer, modify, alter, or create derivative works from the K12 Proprietary Materials without the prior written consent of K12. In addition, the District shall frame or embed, or cause to be framed or embedded, any website owned by K12.

14.4.3 In connection with use of the K12 Proprietary Marks and the K12 Proprietary Materials by the Board/District and the Program staff, the Board/District shall include any trademark notice, copyright notice, or other legal notice required by K12 at its sole discretion and the Board/District shall abide by the trademark quality control provisions herein and set forth in Exhibit B.

14.4.4 The District shall not sublicense any rights under this Agreement without the advance written approval of K12, which may be withheld in K12's sole discretion.

14.4.5 The District shall ensure its Program staff are aware of and abide by the license rights and restrictions granted herein.

14.5. Trademark Quality Control; Notice. At all times during the Term, the District shall ensure that educational services rendered by the District for the Program under the K12 Proprietary Marks maintain a level of quality that meets or exceeds generally accepted standards for educational service organizations and K12's additional quality standards established over time as K12 deems applicable. K12 shall have, at reasonable times and on reasonable notice, the right to inspect and/or monitor any educational services rendered by or for the District under the K12 Proprietary Marks to ensure compliance with this Section. The District shall give prompt notice to K12 of any written and/or formal complaint by any student, governmental body, regulatory agency, consumer organization or any other third party concerning the quality or safety of the Board's services offered under the K12 Proprietary Marks.

14.6. Ownership of Intellectual Property. The Board agrees that: (a) no right, title or interest in the K12 Proprietary Materials or K12 Proprietary Marks, or any other intellectual property of K12 (including K12 patents) conveys to the Board, except for the right to use such materials and marks in accordance with the terms herein; (b) the K12 Proprietary Materials and the K12 Proprietary Marks are the sole property of K12; and (c) any use by the Board, District or Program of the K12 Proprietary Marks, and all goodwill derived therefrom, shall inure to the benefit of K12. The District agrees to notify K12 promptly in writing of any known or suspected infringement of the K12 Proprietary Materials or the K12 Proprietary Marks, and to cooperate, at K12's request and expense, in any action to establish, protect, or preserve K12's exclusive rights in the K12 Proprietary Materials and K12 Proprietary Marks.

14.7. Effect of Termination on Licenses. In the event of expiration or termination of this Agreement, the District will promptly discontinue use of the K12 Proprietary Materials and the K12 Proprietary Marks, and will, within thirty (30) days after termination, destroy all materials using, embodying, displaying, or otherwise containing the K12 Proprietary Materials or the K12 Proprietary Marks, including those in the possession of the District, the Program employees, Students, and sublicensees of the District.

14.8. Publicity/Press Release. K12 may refer to and identify the Program in a listing of new, representative or continuing or prior customers in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press release at the request of either of them, subject to prior written consent and approval of the form and substance of both the Program and K12.

14.9. License Audit. If necessary, K12 may audit the use of the Educational Products and the District agrees to reasonably cooperate with such audit. The District agrees to pay within thirty (30) days of written notification, any fees applicable to the District's or its Program staff's use of the Educational Products in excess of the license rights granted herein and/or K12 may revoke the related technical support and unauthorized license(s).

15. LIMITS ON LIABILITY AND DAMAGES.

15.1. LIMIT OF LIABILITY. K12'S MAXIMUM LIABILITY AND OBLIGATION TO THE DISTRICT AND THE DISTRICT'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE PRIOR SIX (6) MONTHS.

15.2. CONSEQUENTIAL DAMAGES. EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, DAMAGES FOR THIRD PARTY CLAIMS, LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS OR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND K12'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST K12 HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER K12 IN BREACH OF THIS AGREEMENT.

16. INDEMNITY. The Party charged with indemnifying and/or defending under this provision (the "**Indemnifying Party**") shall conduct the defense in any such third party action arising as described herein and the Party claiming the benefits of this Section 16 (the "**Indemnified Party**") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party shall require such Indemnified Party's prior written consent.

16.1. Indemnification of the District. K12 will indemnify, defend, and save and hold the District and all of its employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "**Claim**") that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by K12 pursuant to this Agreement, (b) noncompliance by K12 with any Applicable Law in connection with the District's operations, but excluding any Claims that arise from conduct undertaken in accordance with the Board's or District's instructions, procedures or written policies, except where such instructions arise from and are in accordance with specific advice or explicit recommendations formally provided by K12, and (c) act or omission of K12 or any of its employees, officers, directors, trustees, subcontractors or agents in connection with the District's operations that results in injury, death, or loss to person or property, except to the extent any Claims arise out of actions or omissions of the District or the Board. K12 and its Affiliates shall not be liable for any Claims related to the enrollment, placement and provision of services to any Students with special education, ELL or 504 needs, except to the extent caused by K12 and its Affiliates.

16.2. Indemnification of K12. The District will indemnify, defend, and save and hold K12 and its Affiliates and all of their respective employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all Claims that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by the District pursuant to this Agreement, (b) noncompliance by or on behalf of the District or Board with any Applicable Law in connection with District's operations, (c) act or omission of the District or Board or any of its employees, officers, directors, trustees, subcontractors or agents in connection with the District's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of K12, and (d) for any Claims that are related to the District's or Board's action or inaction with respect to the enrollment, placement and provision of services to any Students with special education, ELL or 504 needs, except to the extent caused by K12 or its Affiliates.

16.3. Indemnification Procedures.

16.3.1. Notice Requirement. Each Indemnified Party must give written notice to the other of the existence of a Claim promptly after such Indemnified Party first receives notice of the existence of the potential Claim, provided that such Indemnified Party will not be foreclosed from seeking indemnification hereunder by any failure to provide such prompt notice except and only to the extent the Indemnified Party actually incurs an incremental expense or otherwise has been materially prejudiced as a result of such delay.

16.3.2. Defense and Settlement of Claims. Each Indemnified Party seeking indemnification hereunder will permit the Indemnifying Party (at the expense of the Indemnifying Party) to assume the defense of such Claim, provided, that (i) counsel for the Indemnifying Party who will conduct the defense of such Claim must be reasonably satisfactory to such Indemnified Party and (ii) such Indemnified Party may participate in such defense at such Indemnified Party's expense. Except with the prior written consent of the Indemnified Party seeking indemnification hereunder, the Indemnifying Party, in the defense of any Claim, will not consent to entry of any judgment or enter into any settlement. In the event that any Indemnified Party seeking indemnification hereunder has been advised by counsel for the Indemnifying Party that such Indemnified Party may have available to it one or more defenses or counterclaims that are different from, or in addition to, one or more of those that may be available to the Indemnifying Party in respect of such Claim and, in such counsel's reasonable opinion, such counsel could not assert such defenses or counterclaims without creating a conflict of interest, such Indemnified Party will have the right to take over and assume control over the defense of such claim at the sole cost of the Indemnifying Party, provided that if such Indemnified Party does so take over and assume control, such Indemnified Party will not settle such claim without the written consent of the Indemnifying Party. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party seeking indemnification hereunder will have the right to defend against such Claim, provided that such Indemnified Party will not settle such Claim without the written consent of the Indemnifying Party. In any event, any Indemnified Party seeking indemnification hereunder and the Indemnifying Party will cooperate in the defense of any claim subject to this Section entitled "Indemnification".

17. ASSIGNMENT. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party provided, however, K12 may assign all of its rights and obligations under this Agreement to any Affiliate, acquiror, or successor in interest to the extent not otherwise expressly prohibited by Applicable Law. K12 may delegate the performance of its duties hereunder to any person, contractor or entity but K12 shall be responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegees.

18. INSURANCE.

18.1. Liability Coverage. Each Party will initiate and maintain for a period of two (2) years after the expiration or termination of this Agreement, at its own expense, general liability insurance (including contractual liability insurance to cover the respective indemnification obligations herein) for not less than $5,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). The District will initiate and maintain during the Term and for two (2) years thereafter, employment practices liability insurance and school leaders/educators' legal liability/errors and omissions (or similar) insurance, each in limits of no less than $1,000,000 per claim/aggregate. K12 will initiate and maintain during the Term and for two (2) years thereafter, employment practices liability insurance and errors and omissions insurance, each in limits of no less than $1,000,000 per claim/aggregate. All such insurance policies shall be placed with reputable and financially secure insurance carriers with A.M. Best & Co. ratings of no less than A-. Within thirty (30) days after the Effective Date and annually thereafter, each Party's required insurance (excluding E&O insurance) will include the other Party (and their Affiliates and respective directors, officers, employees and contractors (each as applicable) as additional insureds. Each Party's general liability and contractual liability insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term.

18.2. Evidence of Insurance. Each Party will furnish a certificate of insurance evidencing such coverage to the other Party within seven (7) days of written request by a Party. The Parties will endeavor to provide thirty (30) days' advance written notice to the other Party of any cancellation or material adverse change, including impairment of the limit of liability by twenty-five percent (25%) or more, to such insurance.

18.3. Insurance Coverage No Limitation on K12's Rights. Each Party will furnish a certificate of insurance evidencing such coverage to the other Party within seven (7) days of written request by a Party. The Parties will endeavor to provide thirty (30) days' advance written notice to the other Party of any cancellation or material adverse change, including impairment of the limit of liability by twenty-five percent (25%) or more, to such insurance.

18.4. Workers' Compensation Insurance. Both Parties will initiate and maintain workers' compensation insurance for its respective employees working at or for the Program, as required by Applicable Law.

18.5. Cooperation. All Parties will comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

19. REPRESENTATIONS AND WARRANTIES.

19.1. Representations and Warranties of K12. K12 hereby represents and warrants to the District:

19.1.1. Organization and Good Standing. K12 is a company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is a wholly owned subsidiary of K12 Inc.

19.1.2. Power and Authority; Authorization; Binding and Enforceable Agreement. K12 has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by K12 and constitutes the valid and legally binding obligation of K12, enforceable against K12 in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

19.1.3. Professional Services. K12 warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards, and deliverables, if any, will materially comply with the agreed upon functional specification set forth in the applicable Exhibit A, if used in a manner consistent with the conditions for which it was designed. THE FOREGOING WARRANTIES MADE BY K12 IN THIS SECTION (AND ITS SUBSECTIONS) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-AVAILABILITY OF THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS.

19.1.4. Non-Conformities. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware or interfacing not supplied by K12, its Affiliates or authorized contractors; or (b) resulting from inadequate or improper maintenance, modification, storage or usage of the K12-provided materials by the District, its employees or Students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

19.2. Representations and Warranties of the District. The District hereby represents and warrants to K12:

19.2.1. Organization and Good Standing. The District is a public school entity, duly organized, validly existing, and in good standing under the laws of the State.

19.2.2. Power and Authority; Authorization; Binding and Enforceable Agreement. The District has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by the District and the Board and constitutes the valid and legally binding obligation of the District, enforceable against it in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

19.2.3. Authority Under Applicable Law. The District has the authority under Applicable Law to: (i) contract with a company to obtain the Services and all other products, programs and services under this Agreement; (ii) to execute, deliver, and perform this Agreement; and (iii) to incur the obligations provided for under this Agreement.

19.2.4. Non-Contravention. The execution, delivery and performance of this Agreement by the District will not constitute, under any other agreement, note, lease, or other instrument to which the District is a party or by which it or any of its assets is bound, any violation, breach or event of default by the District or any other party thereto.

19.2.5. Provision of Authority to K12. The District has provided and will provide K12 with all authority and power necessary and proper for K12 to undertake its responsibilities, duties, and obligations provided for in this Agreement.

19.2.6. Program Authorization. The Program has been duly authorized by the Board in accordance with Applicable Law. The District has delivered to K12 a true and complete copy of the Board Resolution approving the Program. The District will use best efforts to renew any approvals required for the Program during the Term. The District shall ensure that K12's authorized designee (as delegated by the EVP of School Services) is in involved in any renewal or modifications of any third-party agreements, including collective bargaining agreements, that may impact this Agreement and that K12 is provided with copies of all such final documents to the extent not precluded by Applicable Law.

20. OFFICIAL NOTICES. All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, or (iii) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) three business days after mailing as described in clauses (i) or (ii) of the foregoing sentence, or (ii) on the date of personal delivery. Electronic mail does not constitute notice under this Agreement. The addresses of the Parties are:

For K12:
K12 Virtual Schools LLC
ATTN: President of Academics, Policy and Schools
2300 Corporate Park Drive, Suite 200
Herndon, Virginia 20171
Phone: (703) 483-7000

With Copy To:
K12 Inc.
ATTN: General Counsel
2300 Corporate Park Drive, Suite 200
Herndon, Virginia 20171
Phone: (703) 483-7000

For District:
Superintendent/Board President
ADDRESS
ADDRESS
Phone: (___) ___-_____
Fax: (___) ___-_____

With Copy To:

21. NON-SOLICITATION/NON-HIRING.

21.1. Non-Solicitation. Each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employees of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement.

21.2. Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party or its related company of such consultant or employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that employee's base starting salary with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction.

21.3. Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee of the other Party; however, such Party shall continue to be precluded from engaging or otherwise using a Party's employee, former employee or consultant as provided for in Section 21.2.

22. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.

22.1. Dispute Resolution Procedure. The Parties agree that they will, within a period not to exceed ten (10) days, attempt in good faith to settle all disputes arising in connection with this Agreement amicably in the ordinary course of business escalating up to the Chair of the Board of the District and the President of Academics, Policy and Schools (or their designee) for K12. If a dispute is not resolved in the ordinary course of business, the aggrieved Party may proceed to arbitration and/or invoke other remedies in accordance with this Agreement.

22.2. Arbitration. Subject to Section 22.1, if an aggrieved Party elects to arbitrate an unresolved dispute pursuant to the Section immediately above, the Parties hereby agree to proceed to mandatory binding arbitration in Fairfax County, Virginia, pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Judgment upon the award rendered shall be final and binding and may be enforced by any state or federal court with competent jurisdiction over the arbitrated matter. Each Party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section except that the Parties will share equally any fees payable to a professional arbitrator.

22.3. Injunctive Relief. Notwithstanding the foregoing dispute resolution procedures, the District acknowledges that in the event it breaches any of K12's intellectual property rights, K12 may suffer irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. In its sole discretion, K12 may seek immediate judicial relief as available in law or equity. K12 will be entitled to enforce its intellectual property rights under this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. The decision by K12 not to seek judicial relief during the agreed dispute resolution procedure, will not create any inference regarding the presence or absence of irreparable harm.

22.4. Governing Law. The laws of the Commonwealth of Virginia without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement.

23. FORCE MAJEURE. Notwithstanding any other provisions of this Agreement, no Party will be liable for any delay in performance or inability to perform (except for payments due hereunder) due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage or other acts beyond a Party's reasonable control and unrelated to its fault or negligence.

24. COORDINATION, EXERCISE OF APPROVAL OR CONSENT RIGHTS.

24.1. Coordination; Exercise of Approval or Consent Rights:

24.1.1. Coordination and Consultation. The Parties will coordinate the performance of their respective activities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement. Without limiting the generality of the foregoing, K12's legal counsel and the District's legal counsel will consult from time to time with respect to the requirements of Applicable Law and the District's policies as they relate to the Program's operations.

24.1.2. Approval or Consent Rights. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

25. MISCELLANEOUS.

25.1. Entire Agreement. This Agreement including its attachments hereto constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations and understandings. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

25.2. Counterparts, Facsimile or PDF Transmissions. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or PDF signature pages as if such facsimile or PDF pages were originals.

25.3. Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

25.4. Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

25.5. Interpretation. The Parties hereto acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

25.6. Severability. In the event any term, provision or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of all other provisions of this Agreement. To the extent that any of the services to be provided by K12 are found to be overbroad or an invalid delegation of authority by the Board, such services will be construed to be limited to the extent necessary to make the services valid and binding.

25.7. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

25.8. No Third-Party Rights. This Agreement is made for the sole benefit of the District and K12 and their respective successors and permitted assigns. Except as set forth in Sections 14 and 16 and except for each Affiliate of K12, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

25.9. Survival of Termination. All representations, warranties, and indemnities expressly made in this Agreement will survive termination of this Agreement.

25.10. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

* * * * * * * * * *

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date set forth below.

For and on behalf of GALLUP-MCKINLEY SCHOOL DISTRICT		For and on behalf of K12 VIRTUAL SCHOOLS LLC	
Signed:	______________________________	**Signed:**	______________________________
Name:	______________________________	**Name:**	______________________________
Position:	______________________________	**Position:**	______________________________
Date:	______________________________	**Date:**	______________________________

EXHIBIT A
Curriculum and Services

I. Educational Products and Product-Related Services. During the Term, K12 and its Affiliates will provide or cause to be provided to the District for the Program and its Students and its personnel the Educational Products and product-related services. The Educational Products to be provided in accordance with the terms of the Agreement, as K12 determines in its reasonable discretion are as follows:

A. Online Program. For each school year during the Term, K12 will provide a license for and access to proprietary and licensed: (i) curriculum (in English) and a learning management system for grades K through 8 for those core subject areas required by the State (Language Arts, Math, Science, History) as well as other courses offered or required for these grades which may include Art, Music and foreign language; (ii) curriculum (in English) and a learning management system for grades 9 through 12, in each case in Language Arts, Math, Science and History in addition to electives per the K12 course catalogue; and (iii) third party curricula K12 generally offers similar virtual schools, in each case for such courses required by Applicable Law.

B. Instructional Tools and Materials. Instructional tools and supplies, including without limitation textbooks and multi-media teaching tools. K12 shall identify which materials are durable and must be reclaimed and such materials must be returned as set forth in Section 13.2. K12 will provide instructions and pre-paid shipping materials and labels to facilitate the return of these materials.

C. Instructional Support. K12 will make available the necessary instructional support as mutually agreed upon as the Program may require for the Educational Products and related offerings.

D. Computers. K12 may provide or cause to be provided computers, monitors, software and other hardware as K12 determines in its discretion to be necessary to deliver the curriculum and as agreed to in writing by K12. All such equipment shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement as set forth in Section 13.2. K12 will provide instructions and pre-paid shipping materials and labels to facilitate the return of these materials.

E. Testing Support. During the Term, as agreed upon by the Parties, K12 may provide, or cause to be provided to the Program included as part of the Products and Administrative and Technology Fee, equipment, logistics and technical support and related services to assist with State required online testing of Students ("**State Testing**") as reasonably necessary. State Testing may include:

1. Site Surveys: K12 will physically validate facilities for testing sites and will notify the District if proposed facilities are found unsuitable. In all rooms where assessments will be administered mobile lab technology will be simulated and tested to include ISP signal quality measurements; optimal placement of network devices will be documented and primary and secondary networks will be identified and deployed as needed.
2. Technical Point of Contact: K12 will provide a technical point of contact to support the Program with the State Testing.
3. Onsite Support: Onsite support including set up and tear down of equipment provided as reasonably required by technicians (with national criminal records background

check), however, Program teachers must be present when onsite tech is in proximity of Students.

4. Troubleshooting. Site monitoring and PC troubleshooting to be provided onsite and/or remote as reasonably required.

II. Administrative Services. During the Term, K12 and its Affiliates will provide or cause to be provided to the Program the Administrative Services. Notwithstanding the forgoing, no Services shall be provided for the purpose of benefiting the District, the Program or any personnel or students for any school year beyond the Term. The Administrative Services to be provided in accordance with the Agreement, as K12 determines in its reasonable discretion are as follows.

A. Educational School Consulting. Propose and implement educational goals, methods of pupil assessment, Program policies, Program calendar, school day schedule, and age and grade range of pupils to be enrolled in the Program. K12's recommendations for the Program will be consistent with the Agreement and Applicable Law.

B. Contracted Personnel and Support Services. If any Program employees are District employees, supervision of all personnel providing Educational Products and Services. Provide support services to include administration of Program employees including recruiting assistance and hiring recommendations; provided, however the District's staff shall be responsible for performing all reference, certification and background checks and other related services on its personnel and for performing payroll functions or securing of payroll services; negotiation, securing and administration of health, retirement and other benefits all of which shall be the District's or its PEO's responsibility. K12 will work with the District's staff and its applicable PEO to recommend human resources policies, bonus plans, and strategic plans for staffing, development, and growth. K12 will also provide teacher performance evaluation models to District for its employees and recommend and, if approved, carry out effective ways to measure teacher performance in a virtual setting.

C. Pupil Recruitment-Related Services:

1. Pupil Recruitment. Recruitment of students in K12's and its Affiliates discretion, including creation, design and preparation of recruitment materials and advertisements; assist with information sessions and other events via mail, e-mail, print, radio, television, and outdoor advertising. Other recruitment activities include designing Program recruitment materials, letterhead, business cards, and logos to create Program identity and developing, designing, and maintaining the Program website. Recruiting campaigns undertaken may vary in nature, but shall be designed to inform potential students about the Program and/or K12 and its Affiliate's programs (including K12 partner schools and programs) in the local area. Information that K12 obtains with respect to leads generated including, but not limited to, statistics, trends and contact information shall be owned by K12 (and its Affiliates).

2. Admissions. Implementation of the Program's admissions policies in accordance with this Agreement, including administering of the application and the Student enrollment process. Communicating with potential students and their families and conducting a random lottery if required.

3. Family Services. Plan and arrange Program orientation sessions. Assist with the design and implementation of parent orientation sessions. Field and respond to incoming calls, letters, faxes, and e-mails received by K12 about the Program, its curriculum, the application/enrollment process, instructional materials, etc. Conduct exit interviews with select Students and their parents who withdraw in order to learn more about how to improve the program for Students.

4. Program Feedback. Obtain feedback on how to improve the Program and curriculum, as appropriate. Create methods for Students, their parents, and teachers to submit comments and suggestions; implement improvements where K12 deems them to be valuable.

5. Student Clubs and Contests. Access to virtual social clubs for Students. Clubs are formed based on Student feedback and interests. K12 also provides access to participation opportunities in nationwide contests which may focus on such areas as art, poetry and craft contests. Access to both Student clubs and contests is voluntary and is open to all Program Students.

6. High School Services: As requested and as available, K12 may offer counseling tools for high school Students.

D. Special Education Students: K12 may assist the School with the provision of services for Special Education Students. K12's assistance as provided may include, approving enrollments in accordance with related policies and Applicable Law, providing general education curriculum, recruiting teachers and providing procurement support for related service providers. Where a School-based K12 employee is the representative attending meetings related to Special Education Students, including IEP meetings, at a minimum K12 may complete an annual IDEA audit. All policies defining the services and support to Special Education Students must be approved by the School's Board.

E. ELL and 504 Students: K12 may assist with its obligations by providing translation assistance during enrollment for ELL Students (and their guardians), recruiting ELL-licensed teachers, providing general education curriculum and providing procurement support for services to ELL and 504 Students consistent with this Agreement. K12 may conduct an annual review of the School's 504 and ELL services. All policies defining the services and support to ELL Students and for the 504 population of Students must be approved by the School's Board.

F. Facility Management. As may be applicable, help identify location of the District's initial or supplemental office Facility(ies) for the Program. Together with District's attorney and designees, assist with negotiating and approving leases, leasehold improvements and lease amendments in accordance with provided leases and related documents require District approval.

G. Business Administration. Administration of business aspects and day-to-day administration of Program operations to include the following:

1. Consultation, and services as liaison for the District, and other governmental offices and agencies.

2. Consultation and recommendations regarding special programs, processes, support services and reimbursements.

3. Consistent with other provisions of the Agreement, provide Program administrative staff as appropriate.

4. Work with District's counsel, if any, on legal matters affecting the Program, provided, however, K12 shall not provide legal advice and any such collaboration shall not be deemed as K12 providing legal advice.

5. Preparation of forms, operations manuals or guides, and policies and procedures as necessary or required for the District's review and approval.

6. Consultation with respect to, and monitoring and oversight of, State reporting systems.

7. Assist District in identifying and applying for grants and other funding opportunities.

8. Assist as requested and as appropriate with the administration of federal entitlement programs, including Title I, and I.D.E.A.
9. Arrange contracts with school districts, education services centers, and professional service providers for special education and testing on Program's behalf.
10. Establish and implement policies and procedures to maintain proper internal controls for K12.
11. Provision of operational regulatory compliance services to assist Programs in understanding and complying with applicable regulatory and legal requirements as well as preparing for and responding to audits.
12. Obtaining forms, as required, from Students' district of residency to participate in the Program.

H. Reporting. Subject to any confidentiality obligations imposed on K12 by third parties, provide to the such other information required by the Board within a reasonable time following a written request thereof, and in all cases consistent with Applicable Law.

I. Management Assistance. Assistance with management to include assisting with and helping coordinate third-party audit(s) of the Program.

J. Maintenance of Student Records

1. K12 will maintain and keep the educational records of the Program at the Facility or elsewhere, unless prohibited by Applicable Law. The District recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act and the State open records act, K12 has a legitimate educational interest for purposes of the District disclosing to K12 the Program student's educational records.
2. K12 will maintain student educational records pertaining to students enrolled in the Program in the manner required by Applicable Law, and retain such records on behalf of District until this Agreement is terminated, at which time such records will be retained by and become the sole responsibility of District.
3. Ensure accessibility of Program educational records to the District, its independent auditor and the State for completion of audits required by Applicable Law. The Parties understand that all Program-related financial and Student educational records are the property of the District.

K. Student Discipline. Provide necessary information and cooperate with District on the handling of student disciplinary matters, including without limitation attendance and truancy matters where applicable pursuant to Applicable Law, this Agreement and District policies. K12 will recommend policy and procedures for District adoption consistent with Applicable Law and the body of this Agreement.

L. Teacher Training and Development. Develop and offer new Teacher training and professional development for Teachers consistent with what K12 offers similarly situated programs. Host Teacher professional development sessions throughout the school year for new and returning Teachers. Recommend enhancements to the Program's Teacher Handbook for review and approval by the District.

M. Instructional Property Assistance. Prepare and submit to the District (or its designees) proposed policies and procedures regarding the responsible use of equipment and other instructional property. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing.

N. Grants and Donations. On behalf of the District, K12 may solicit and receive grants and donations for the Program from public funds through competitive or non-competitive processes, and private sources consistent with the Program's objectives; provided, however, that any solicitation of such grants and donations by K12 will be subject to the approval of the Program and such fund shall be used as designated.

O. Additional Administrative Services. Any other services as agreed to in writing by the Parties from time to time.

III. Technology Services. During the Term, K12 and its Affiliates will provide or cause to be provided to the District for the Program the technology services (the "**Technology Services**") described below. Notwithstanding the forgoing, none of the Technology Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration or earlier termination of this Agreement.

A. 24-7 monitoring of production services, i.e., SAMS and the on-line learning management system;

B. Monitor and analyze system data to fix production issues as they may arise;

C. Generate reports on pupil academic performance, attendance and progress;

D. Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals for the Program;

E. Train Program staff, as deemed appropriate and necessary, on technology systems;

F. Develop, design, publish, and maintain the Program's interactive website;

G. Install and maintain the Program's computer network;

H. Generate reports;

I. Develop community tools on the Program's website and K12 platform (including password protected threaded discussion and message boards, moderation functionality, directories, etc.);

J. Determine hardware configurations (including software and operating systems) for the Program's technology needs;

K. Provide onsite and telephone support for the Program administration in troubleshooting system errors, and telephone support for students;

L. Propose for the Program adoption policies and procedures regarding the responsible use of computer equipment and other Program property;

M. Support teachers and Program care associates in answering technology-related questions from students, parents, teachers, and administrators;

N. Install software to generate master image of computer configurations for teachers, administrators, and students in order to standardize the user experience and lower costs and turn-around time for implementation and troubleshooting;

O. Ensure electronic security of student records (through the use of encryption, firewalls, etc.);

P. Provide a Web-filtering device to ensure that students do not have access to inappropriate materials on the Internet;

Q. Prepare for, supervise, and implement system roll-overs at the end of the academic year;

R. Design and implement inventory management systems with the Program's distribution and hardware vendors, as well as reclamation programs, as needed;

S. Provide online enrollment, registration and placement services;

T. Provide Program email accounts for Program employees;

U. Provide Program care and technology support services on the learning management system, computer and software issues;

V. Oversee changes to the Program website to maintain quality assurance and make sure that there are not "version control" problems;

W. Along with our K12 Marketing department, coordinate security, creative, and content issues pertaining to the website;

X. Coordinate Web hosting contracts and relationships with vendors across the State as needed;

Y. Handle troubleshooting issues for the Program's website and send issues to the appropriate person or district for resolution; and

Z. Additional Technology Services in K12's discretion and any other services as agreed to in writing by the Parties from time to time.

EXHIBIT B

K12 Proprietary Marks

Trademark Quality Control – Restricted Content: The Company shall not use the K12 Proprietary Marks in connection with harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful or otherwise offensive material, or in any manner that would be likely to tarnish or adversely impact the reputation, quality, value and goodwill associated with K12 and/or the K12 Proprietary Marks.

Personalized Education. Limitless Learning

EXHIBIT C

Form Notice of Intent

As set forth in Section 20, this form notice (or a substantially similar version) is required if a Party desires to invoke its rights under Section 7.2(a).

* * * * * * *

Date: ___________

To: *[Party's addressee in Section 20]*

Re: Educational Products and Services Agreement ("Agreement") - Notice of Intent

To Whom It May Concern:

The _______________ [Board of Education ("Board") of the Gallup-McKinley School District – *or* – K12 Virtual Schools LLC ("K12")] is providing this notice in accordance with Section 20 of the Agreement between the Board and K12. This notice is provided solely to preserve our right to discuss renewal terms in consideration of a contract extension, before the Agreement automatically renews as set forth in Section 7.2(a).

Until any amendment to the Agreement is fully executed by the Parties' authorized signatories, the terms of the Agreement shall remain unchanged. If we desire to memorialize proposed edits to the Agreement, if any, we will contact your authorized designee within two (2) weeks from the date of this notice. At such time we agree to undertake good faith discussions to renew the Agreement under similar or substantially similar terms to avoid disruption to the Program's staff, families and Teachers.

Sincerely,

[Applicable Party's Representative]

cc: *[As applicable]*

SANTA ROSA CONSOLIDATED SCHOOLS
344 SOUTH 4TH STREET
SANTA ROSA, NEW MEXICO 88435
(575) 472-3171
FAX 575-472-5609

BOARD OF EDUCATION
SPECIAL MEETING

DATE: July 31, 2025
TIME: 5:30 P.M.
PLACE: SRCS Board Room
& via Zoom

I. CALL TO ORDER

a. Roll Call
b. Pledge of Allegiance

II. APPROVAL OF AGENDA – *Action Item*

III. OPEN FORUM – Public Comment Session

Opportunity for members of the public to speak for or against the proposed new online schools for Santa Rosa Consolidated Schools

IV. PRESENTATION

Recommended Online Education Provider for Santa Rosa Consolidated Schools.

a. Questions from the SRCS School Board and Administration.

V. NEW BUSINESS – *Action Items*

a. Consideration and Selection of RFP Respondents for Online Education Provider Services for Santa Rosa Consolidated Schools.-**Action Item**
b. Consideration and Approval to Establish Three New Online Schools (Elementary, Middle, and High School) within Santa Rosa Consolidated Schools.-**Action Item**

VI. ADJOURNMENT