BAKER COUNTY SCHOOL DISTRICT

Committed to Excellence

AGENDA
SCHOOL BOARD MEETING (OPEN TO THE PUBLIC)
Monday, May 19, 2025 - 5:00 PM
Baker County High School (1 Wildcat Drive, Glen St. Mary, Florida 32040)
Minute Book #40 / Supplemental Book #53 / Page #19

"The Vision of the Baker County School Board is to prepare individuals to be lifelong learners, self-sufficient and responsible citizens of good character."

1. INVOCATION AND PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL OF MEMBERS

4. PUBLIC HEARINGS

4.1 Approval of the 2024-2025 Adoption of New (English Language Arts) and (Personal Finance) Instructional Materials
Carrie Dopson - (259-0408)

5. RECOGNITIONS / PRESENTATIONS

5.1 Recognize Westside Elementary School Academic Achievers from the Macclenny & Glen Communities (Grades 1-5)
Wyatt Milton - (259-0401)

6. APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA

7. REMOVAL OF ROUTINE ITEMS

8. APPROVAL OF ROUTINE ITEMS

8.1 Approval of the Personnel Items List for Approval on May 19, 2025.
Wyatt Milton - (259-0401)

8.2 Approval of the Minutes of the May 5, 2025, School Board Meeting.
Wyatt Milton - (259-0401)

8.3 Approval of Budget Amendment #1 to Grant Proposal for "2024-2027 Title IX, Part A - Education of Homeless Children and Youth" in the Amount of $13,075.00 with No Change in Over All Budget Total. Amendment / Federal / No Matching
Traci Wheeler - (259-6776)

8.4 Approval of the April 2025 District Property Inventory.
Denny Wells - (259-5420)

8.5 Approval to Renew Agreement with Episcopal Children's Services, Inc. for the Head Start Program Facilities, Effective July 1, 2025 - June 30, 2026. (No Changes from Previous Year.)
Tina Bradley - (259-0476)

8.6 Approval to Renew Family Service Center Interagency Agreement with Episcopal Children's Services Head Start, Effective July 1, 2025 - June 30, 2026. (Rate Change from Previous Year)
Tina Bradley - (259-0476)

9. APPROVAL OF ITEMS FOR ACTION

9.1 Approval of Removed Routine Items.
N/A

9.2 Approval of the 2025 - 2026 Contract Between Baker County School Board and Khan Academy.
Thomas Hill - (259-0429)

10. CITIZEN INPUT

A Citizen Input form must be completed and submitted to the Board Secretary PRIOR to the beginning of the meeting if you wish to address the Board. You will be called on by the Chairman at the appropriate time. Presentations/comments are limited to three (3) minutes.

11. INFORMATION AND ANNOUNCEMENTS

12. ADJOURNMENT

NOTICE: Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based.

AGENDA ITEM NO. 4.1

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Carrie Dopson - (259-0408)
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**PUBLIC HEARINGS**
SUBJECT:	Approval of the 2024-2025 Adoption of New (English Language Arts) and (Personal Finance) Instructional Materials

ATTACHMENTS:
05.19.2025 Approval of the ELA and Personal Finance Proposed Instructional Materials_C.Dopson.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Office of Teaching and Learning
270 South Boulevard East
Macclenny, FL 32063
(904) 259-6251
www.bakerk12.org

Wyatt Milton, Superintendent

April 29, 2025

Wyatt Milton, Superintendent
Baker County School District
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Milton,

I am requesting that a public hearing be held on Monday, May 19, 2025, for the 2024-2025 Adoption of **New (English Language Arts) and (Personal Finance)** Instructional Materials.

The link to the proposed materials can be viewed at: https://www.bakerk12.org/Page/3509

If you have any questions, please call me at 259-0408.

Sincerely,

Carrie Dopson
Executive Director of Teaching and Learning

AGENDA ITEM NO. 5.1

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Wyatt Milton - (259-0401)
ITEM TYPE:	Recognition / Presentation
AGENDA SECTION:	**RECOGNITIONS / PRESENTATIONS**
SUBJECT:	Recognize Westside Elementary School Academic Achievers from the Macclenny & Glen Communities (Grades 1-5)

AGENDA ITEM NO. 8.1

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: May 19, 2025

SUBMITTED BY: Wyatt Milton - (259-0401)

ITEM TYPE: Personnel

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Personnel Items List for Approval on May 19, 2025.

ATTACHMENTS:
05.19.2025 Approval of the Personnel Items List_W.Milton.pdf

PERSONNEL ITEMS LIST FOR APPROVAL ON MAY 19, 2025

RESIGNATIONS FOR APPROVAL ON MAY 15, 2025						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**POSITION**	**LOCATION**	**EFFECTIVE DATES**
Chisholm	Christopher		Retirement	Fire & Safety Inspector (261 Days)	Maintenance	July 31, 2025
Crews	Kimberly		Retirement	Teacher, Second Grade (197 Days)	Macclenny Elementary School	May 30, 2025
Crews	Mykayla			Teacher, Language Arts (197 Days)	Baker County High School	May 30, 2025
Decker-Richard	Sherri		Retirement	Teacher, Science (197 Days)	Baker County High School	May 30, 2025
Hall	Karl			Teacher, Social Studies (197 Days)	Baker County High School	May 30, 2025
Haygood	Roderick			Teacher, Business Tech Ed (197 Days)	Baker County High School	May 30, 2025
Pape	Harold			Teacher, Science (197 Days)	Baker County High School	May 30, 2025
Viera	Ivelise		Retirement	Teacher, Foreign Language (197 Days)	Baker County High School	May 30, 2025
Wells	Diane			Guidance Counselor (197 Days)	Baker County High School	May 30, 2025
Yarborough	Felicia			School Secretary (216 Days)	Baker County High School	May 30, 2025

EMPLOYMENT FOR APPROVAL ON MAY 15, 2025						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**POSITION**	**LOCATION**	**EFFECTIVE DATES**
Harrison	Robert Gregory		Promotion / Transfer from Teacher Physical Ed (197 Days) at Baker County Middle School / Replacing Wayne Peterson, Unit Reassigned	Teacher on Special Assignment (197 Days)	Baker County Middle School	July 31, 2025

EXTRA DUTY FOR APPROVAL ON MAY 19, 2025						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Bell	Lisa			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025

EXTRA DUTY FOR APPROVAL ON MAY 19, 2025						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Bingham	Lucie			Youth Mental Health First Aid	$24.53 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Brannen	Melissa			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Britt	Amy			Career Specialist Summer Hours	Regular Hourly Rate / Maximum 40 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Buettgen	Betsy			Summer Feeding Program	Regular Hourly Rate / Maximum 245 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Canaday	Brock			Youth Mental Health First Aid	$24.53 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Canady	Leigh Ann			Youth Mental Health First Aid	$24.53 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Clayton	Jerelle			Youth Mental Health First Aid	$24.53 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Colvin	Timothy			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Crews	Richard			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Davis	Brandy			Provide Clerical Support Beyond Contractual Hours for Adult Education and Baker County Detention Center	Regular Hourly Rate / Maximum 38 Hours / Funding Source: Federal	April 1, 2025 - June 30, 2025
Driggers	Jessica			Youth Mental Health First Aid	$15.00 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025

EXTRA DUTY FOR APPROVAL ON MAY 19, 2025						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Dyer	Lisa			Youth Mental Health First Aid	$15.00 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Ellis	Yolonda			Youth Mental Health First Aid	$15.00 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Gainey	Krystal			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Godwin	Eugina			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Hall	Sabrina			Youth Mental Health First Aid	$15.00 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Hand	Peggy			ACT Prep Instructor	Regular Hourly Rate / Maximum 70 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Hand	Peggy			CTE Training & Professional Learning	Regular Hourly Rate / Maximum 98 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Harrison	Robert Gregory			Substitute Instructor for Driver's Education & Traffic Safety Program	$35.51 Per Hour / As Needed / Funding Source: General	April 28, 2025 - June 30, 2025
Harrison	Robert Gregory			Substitute Instructor for Driver's Education & Traffic Safety Program	$35.51 Per Hour / As Needed / Funding Source: General	July 1, 2025 - August 1, 2025
Hartly	Marcus		Position ID# 250422005	Instructor for Driver's Education & Traffic Safety Program	$35.51 Per Hour / As Needed / Funding Source: General	April 28, 2025 - June 30, 2025
Haynes	Candace			Adult Ed Summer School Instructor	Regular Hourly Rate / Maximum 109 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025

EXTRA DUTY FOR APPROVAL ON MAY 19, 2025						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Higginbotham	Virginia			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Jackson	Angela			Summer Feeding Program	Regular Hourly Rate / Maximum 245 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Johnson	Brittinie			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16.5 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Johnson	Greg			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Lewey	Jennifer			Youth Mental Health First Aid	$15.00 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Long	Shirley			Summer Feeding Program	Regular Hourly Rate / Maximum 245 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Luke	Jennifer			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Mallett	Kim			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
McHenry	Jessica			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Morgan	Kendra			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Nunn	Brianna			Youth Mental Health First Aid	$15.00 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025

EXTRA DUTY FOR APPROVAL ON MAY 19, 2025						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Oyster	Spencer			Youth Mental Health First Aid	$24.53 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Payne	Camryn			ACT Prep Instructor	Regular Hourly Rate / Maximum 15 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Rogers	Mark			Youth Mental Health First Aid	$24.53 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Sands	Patricia			Adult Ed Summer School Instructor	Regular Hourly Rate / Maximum 152 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Smith	David			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Thomas	Vicki			Youth Mental Health First Aid	$24.53 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Walton	Casey			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Ward	James			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Watts	Shotia			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Webb	Candace			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Wheeler	Stephanie			Career Specialist Summer Hours	Regular Hourly Rate / Maximum 46 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025

EXTRA DUTY FOR APPROVAL ON MAY 19, 2025						
LAST NAME	FIRST NAME	MI	SPECIAL NOTE	DESCRIPTION	AMOUNT	EFFECTIVE DATES
Wilkerson	Anna			Youth Mental Health First Aid	$24.53 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Williams	Byronelle			Curriculum Mapping for CTE Program	$31.54 Per Hour / Maximum 16.5 Hours / Funding Source: Federal	June 1, 2025 - June 30, 2025
Williams	Cary			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Williams	Irish			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Williams	McKenzie			Summer Feeding Program	Regular Hourly Rate / Maximum 175 Hours / Funding Source: Federal	June 2, 2025 - July 31, 2025
Yarbrough	Katie			Youth Mental Health First Aid	$24.53 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025
Yarbrough	Katie			Adult Education Teacher, Part-time for Adult IET Programs	Regular Hourly Rate / As Needed / Funding Source: Federal	April 1, 2025 - June 30, 2025
Yonn	Jamie			Youth Mental Health First Aid	$15.00 Per Hour / Maximum 2 Hours / Funding Source: General	April 16, 2025

SUPPLEMENTAL PAY FOR APPROVAL ON MAY 19, 2025						
LAST NAME	FIRST NAME	SPECIAL NOTE	LOCATION	DESCRIPTION	AMOUNT	EFFECTIVE DATES
Canaday	Brock	Rescind Previously Approved on August 19, 2024	Rescind Baker County High School	Rescind Football Defensive Coordinator - Spring	Rescind Board Approved Rate	Rescind 2024-2025
Canaday	Brock		Baker County High School	Varsity Head Football Coach - Spring	Board Approved Rate	2024 - 2025

SUPPLEMENTAL PAY FOR APPROVAL ON MAY 19, 2025						
LAST NAME	**FIRST NAME**	**SPECIAL NOTE**	**LOCATION**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Cantrell	Corey	Rescind Previously Approved on August 19, 2024	Rescind Baker County High School	Rescind Football Varsity Assistant Coach - Spring	Rescind Board Approved Rate	Rescind 2024-2025
Haygood	Roderick	Rescind Previously Approved on August 19, 2024	Rescind Baker County High School	Rescind Varsity Football Assistant Coach - Spring	Rescind Board Approved Rate	Rescind 2024-2025
Mays	Kevin	Rescind Previously Approved on August 19, 2024	Rescind Baker County High School	Rescind Varsity Head Football Coach - Spring	Rescind Board Approved Rate	Rescind 2024-2025
Richard	George	Rescind Previously Approved on August 19, 2024	Rescind Baker County High School	Rescind Football Offensive Coordinator - Spring	Rescind Board Approved Rate	Rescind 2024-2025

STIPEND LIST FOR APPROVAL ON MAY 19, 2025					
LAST NAME	**FIRST NAME**	**MI**	**ASSIGNMENT**	**AMOUNT**	**EFFECTIVE**
Morgan	Pamela		Pre-K Paraprofessional IDEA Bonus	$250.00 Flat Rate / Funding Source: General	August 9, 2024 - May 28, 2025
Viera	Ivelise		PLCP Mentor to Valerie Pettibone - Year 3 / Shared With Tiffany Combs	**Rescind Approval for $250.00 Flat Rate / Funding Source: Federal	Rescind August 2, 2024 - May 30, 2025

CONSULTANT CONTRACT FOR APPROVAL ON MAY 19, 2025				
LAST NAME	**FIRST NAME**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Donker	Jacquelyn	Consultant to Photograph GED Students on May 16, 2025, Graduation Ceremony & Create a Slide Show for the Adult Ed Class of 2025	$15.00 Per Hour / Maximum 20 Hours / Funding Source: General	May 16, 2025 - May 20, 2025

OCCASIONAL PERSONNEL STAFFING FOR APPROVAL ON MAY 19, 2025				
LAST NAME	**FIRST NAME**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Harrison	Robert	Driver's Education Instructor - Summer 2025	$35.51 Per Hour / As Needed / Funding Source: General	April 28, 2025 - June 30, 2025

OCCASIONAL PERSONNEL STAFFING FOR APPROVAL ON MAY 19, 2025				
LAST NAME	**FIRST NAME**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Harrison	Robert	Driver's Education Instructor - Summer 2025	$35.51 Per Hour / As Needed / Funding Source: General	July 1, 2025 - August 1, 2025
McDuffie	Matthew	Football Defensive Coordinator - Spring	$1,050.00 Flat Rate / Funding Source: General	May 1, 2025 - June 30, 2025

LEAVE LIST FOR APPROVAL ON MAY 19, 2025					
LAST NAME	**FIRST NAME**	**MI**	**# OF DAYS**	**TYPE OF LEAVE**	**EFFECTIVE DATES**
Goble	John		11	Personal Leave Without Pay - Medical	April 17, 2025 - May 1, 2025

SUBSTITUTE LIST FOR APPROVAL ON MAY 19, 2025					
LAST NAME	**FIRST NAME**	**MI**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Farmer	Jamarr		Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	May 2, 2025
Norman	Kayla		Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	April 29, 2025
Staggs	Richard		Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	April 28, 2025

AGENDA ITEM NO. 8.2

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: May 19, 2025

SUBMITTED BY: Wyatt Milton - (259-0401)

ITEM TYPE: Minutes

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Minutes of the May 5, 2025, School Board Meeting.

ATTACHMENTS:
05.19.2025 Approval of the 05.05.2025 Minutes_W.Milton.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

MINUTES
SCHOOL BOARD MEETING (OPEN TO THE PUBLIC)
Monday, May 5, 2025 - 5:00 PM
Baker County High School (1 Wildcat Drive, Glen St. Mary, Florida 32040)
Minute Book #40 / Supplemental Book #53 / Page #18

"The Vision of the Baker County School Board is to prepare individuals to be lifelong learners, self-sufficient and responsible citizens of good character."

1. INVOCATION AND PLEDGE OF ALLEGIANCE

The Baker County School Board met on Monday, May 5, 2025, at 5:00 p.m. at Baker County High School, located at 1 Wildcat Drive, Glen St. Mary, Florida 32040. The purpose of this meeting was to hold the regularly scheduled board meeting. Chairperson Tiffany McInarnay announced Johnnie Jacobs, Baker County Middle School Principal, was going to give the invocation, followed by the Pledge of Allegiance led by Baker County Middle School student Gunner Rhoden.

2. CALL TO ORDER

Chairperson McInarnay called the meeting of the Baker County School Board to order and asked for a roll call of members.

3. ROLL CALL OF MEMBERS

The following Board Members were present to wit: Chairperson Tiffany McInarnay, Vice-Chairperson Jack Baker Jr., Clayton Lyons, Amanda Hodges, and Mandi Canaday. Superintendent Wyatt Milton and School Board Attorney Leonard Dietzen were both present for the meeting.

4. PUBLIC HEARINGS

There were no public hearings at this meeting.

5. RECOGNITIONS / PRESENTATIONS

5.1 Recognition - American Legion Honoring Mrs. Karlie Hodges as Teacher of the Year

American Legion Members Huey and Linda Fourquet presented a plaque to Mrs. Jennifer Payne, who accepted the award on behalf of her daughter, Mrs. Karlie Hodges.

5.2 Recognition - GFWC Woman's Club of Macclenny Honoring Baker County High School Student Lacey Raulerson as the 2025 HOBY Nominee

Superintendent Milton and Tamela Gallo of the GFWC Woman's Club recognized Lacey Raulerson as the Student Ambassador for the 2025 HOBY Youth Leadership. Lacey will represent the district at the HOBY Leadership Seminar in Tallahassee, Florida.

5.3 Recognize "Academic Achievers" from the Macclenny and Glen Communities in Grades 6-12

Superintendent Milton, Board Members, and the respective principals congratulated the Academic Achievers. The student honorees were presented with a school certificate, a Woody's BBQ meal certificate, an academic achiever wristband, and a paw pride medallion.

6. APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA

There were no corrections or additions to the agenda. Therefore, no action was taken on this agenda item.

7. REMOVAL OF ROUTINE ITEMS

Chairperson McInarnay asked if any Board member wished to remove a routine item for separate consideration. Hearing none, she continued with the items for action.

8. APPROVAL OF ROUTINE ITEMS

Chairperson McInarnay entertained a motion from the Board to approve the routine items. As recommended: Jack Baker Jr. made a motion to approve the routine items, seconded by Clayton Lyons. The motion carried 5-0.

8.1 Approval of the Personnel Items List for Approval on May 5, 2025.

8.2 Approval of the Minutes of the April 21, 2025, School Board Executive Session.

8.3 Approval of the Minutes of the April 21, 2025, Work Session.

8.4 Approval of the Minutes of the April 21, 2025, School Board Expulsion Hearing.

8.5 Approval of the Minutes of the April 21, 2025, School Board Meeting.

8.6 Approval of Budget Amendment #1 to Grant Proposal for "AEFL - Corrections Education Project" in the Amount of $100,000.00 with No Change in Over All Budget Total. Continuation / Amendment / Federal / No Matching

8.7 Approval of the Financial Reports for the Month Ending March 31, 2025.

9. APPROVAL OF ITEMS FOR ACTION

9.1 Approval of Removed Routine Items.
There were no removed routine items. Therefore, no action was taken on this agenda item.

9.2 Approval of the Out of State Travel for Baker County High School Future Business Leaders of America Student Wyatt Forbes and Chaperone to Anaheim, CA on June 29, 2025 through July 2, 2025. Funding Source: Baker County High School Business Department.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended:
Mandi Canaday made a motion to approve, seconded by Amanda Hodges. The motion carried 5-0.

9.3 Approval to De-authorize and Dispose of Itemized Property on Legacy Elementary School's Property List. (Obsolete / Broken Beyond Repair Items Will be Disposed of When Possible.)
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended:
Clayton Lyons made a motion to approve, seconded by Mandi Canaday. The motion carried 5-0.

9.4 Approval to De-authorize and Dispose of Itemized Property on Baker County School District Office's Property List. (Obsolete / Broken Beyond Repair Items Will be Disposed of When Possible.)
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended:
Jack Baker Jr. made a motion to approve, seconded by Amanda Hodges. The motion carried 5-0.

9.5 Approval to Donate Surplus Computer Hardware to Glen Baptist Church to Support the Reunification Site in the Event of an Emergency.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended:
Clayton Lyons made a motion to approve, seconded by Mandi Canaday. The motion carried 5-0.

9.6 Approval of the 2025 - 2026 Contract Between Baker County School Board and Frontline Education.

Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended:
Amanda Hodges made a motion to approve, seconded by Clayton Lyons. The motion carried 5-0.

10. CITIZEN INPUT

A Citizen Input form must be completed and submitted to the Board Secretary PRIOR to the beginning of the meeting if you wish to address the Board. You will be called on by the Chairman at the appropriate time. Presentations/comments are limited to three (3) minutes.
No individual in the audience addressed the Board with citizen concerns at this meeting.

11. INFORMATION AND ANNOUNCEMENTS

Baker County School District Substitutes - Beginning next school year, ESS Services' contract for substitutes will only cover maternity leave and extended leave positions. Each school will assign a staff member for managing daily substitutes assignments.

Teacher Appreciation - A heartfelt thank you to our principals and support staff! Your efforts in celebrating Teacher Appreciation were truly above and beyond. We appreciate your dedication to recognizing our educators.

Welcome New Employees - Congratulations to Greg Harrison, who has been appointed as the Teacher on Special Assignment at Baker County Middle School, and to Chadd Scarborough, our new Director of Maintenance. Welcome aboard!

Football Intra-Squad Scrimmage - Featuring the Wildcat and Bobcat football players, Thursday, May 8th at 6:00 p.m.

BCEA & BCESP Negotiations - Negotiation items with BCEA and BCESP are currently on hold pending legislative action.

12. ADJOURNMENT

Since there was no further business to come before the Board
Mandi Canaday made a motion to adjourn, seconded by Clayton Lyons. The motion carried via general consensus 0-0.

_____ _____

Superintendent Board Chairperson

AGENDA ITEM NO. 8.3

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Traci Wheeler - (259-6776)
ITEM TYPE:	Grant
AGENDA SECTION:	**APPROVAL OF ROUTINE ITEMS**
SUBJECT:	Approval of Budget Amendment #1 to Grant Proposal for "2024-2027 Title IX, Part A - Education of Homeless Children and Youth" in the Amount of $13,075.00 with No Change in Over All Budget Total. Amendment / Federal / No Matching

ATTACHMENTS:
05.19.2025 Approval of the 2024-2027 Title IX Part A Education of Homeless Children & Youth_T.Wheeler.pdf

GRANT PROPOSAL SUMMARY
REQUEST FOR BOARD APPROVAL

Board Approval Status

(MUST BE TYPED)

NAME OF GRANT PROPOSAL	*2024-2027 Title IX, Part A - Education of Homeless Children and Youth*

TYPE OF GRANT:
☐ **New** ☐ **Continuation** ☒ **Amendment** ☐ **Entitlement** ☐ **Competitive**

CONTACT PERSON:	*Traci Wheeler*

CONTACT PHONE NUMBER:	*904-259-6776*

AMOUNT REQUESTED:	*$13,075.00*

SOURCE: ☒ **Federal** ☐ **State** ☐ **Other:** _____

LOCAL MATCHING FUNDS REQUESTED:
☒ **No**
☐ **Yes . . . If yes, please specify:** ☐ **Monetary Amount $**_____
☐ **In-Kind Amount $**_____

LIST SPECIFIC IN-KIND CONTRIBUTIONS

PROJECT DESCRIPTION *(If additional space is needed, attachments may be used)*
The Title IX, Part A program is used to facilitate the enrollment, attendance, and success in school of homeless children and youth. The program ensures that homeless children and youth have access to the same free, appropriate public education as provided to other children and youth.

HOW WILL FUNDS BE USED *(If additional space is needed, attachments may be used)*
This amendment is for the purpose of adding funds for the McKinney-Vento.org program and registration fees for conferences. Funds will be increased for clothing and shoes and Chromebooks for students. Funds will be decreased for the Educational Support Paraprofessional (salary, retirement, and FICA) and for travel expenses. There is no change to the overall grant total of $44,550.00.

SUBMITTED BY: ***Traci Wheeler*** **DATE:** ***May 5, 2025***

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	**A) Agency Name:**	**DOE USE ONLY**
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	Baker County School District	Date Received
B) Program Name: Title IX, Part A – Education of Homeless Children and Youth Project **TAPS Number:** 25A006		**Project Number (DOE Assigned)** **020-1275B-5CH01**

C) Amendment Type	**D) Amendment Request Contact Information**	
☒ Program ☒ Budget **Amendment Number:** 1	Contact Name: Traci Wheeler Teri Ambrose	Telephone Numbers: 904-259-6776 904-259-0418
	Mailing Address: 372 South Boulevard East Macclenny, FL 32063	E-mail Addresses: Traci.wheeler@bakerk12.org Teri.ambrose@bakerk12.org

E) Required Signature and Certification

I, J. Wyatt Milton, as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

Signature of Agency Head	Title	Date
J. Wyatt Milton	Baker County School District Superintendent	5/5/2025

F) Narrative

This amendment is for the purpose of increasing funds for the following activities.

- Clothing and shoes for HCY to enable them to attend school and participate fully in school activities.
- Chromebooks to be loaned to HCY to complete classwork and homework and to access online educational programs for additional support and practice outside of the school day.
- Annual subscription to McKinney-Vento.org for the 2025-2026 school year which includes liaison training, essential staff training, and the resource bundle. Approximately 300 staff members will participate in the online, web-based training. Online training will be completed by staff members by the program end date of August 31, 2025.
- Registration fees for homeless conferences for the district liaison, Educational Support Paraprofessional, and/or school-based liaison(s). Conferences to include FASFEPA and NAEHCY virtual conference.

This amendment will also decrease funds allocated to the previously-approved activities below.

- Educational Support Paraprofessional salary, retirement, and FICA for one part-time paraprofessional to provide administrative support, community referrals, outreach to families, case management, and assistance to McKinney-Vento students. The position was originally funded for the 2024-2025 school year. However, the position was not filled until January 2025, so the excess funds will be moved to other activities.
- Travel expenses for Educational Support Paraprofessional.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) **Baker/Baker County School District** **B)** 020-1275B-5CH01 / 25A006

District/Agency Name **Project Number/TAPS Number**

C) 1

Amendment Number

D) Total Project Amount Currently Approved

$44,550.00

E) Total Project Amount resulting from this Budget Amendment

$44,550.00

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5100	590	Line Item 10, Activity 4. Other Materials and Supplies. Clothing and shoes for HCY to enable them to attend school and participate fully in school activities. 20 students at $50.00 each.		$ 1,000.00	
5100	644	Line Item 8, Activity 2. Non-Capitalized Computer Hardware. Chromebooks to be loaned to homeless children and youth to complete classwork and homework and to access online educational programs for additional support and practice outside of the school day. 15 Chromebooks at approximately $300.00 each.		$ 4,500.00	
6110	150	Line Item 1, Activity 1. Student Support Services. Educational Support Paraprofessional salary for one part-time paraprofessional to provide administrative support, community referrals, outreach to families, case management, and assistance to McKinney-Vento students.			$ 7,500.00
6110	210	Line Item 2, Activity 1. Retirement. Retirement for Educational Support Paraprofessional.			$ 300.00
6110	220	Line Item 3, Activity 1. FICA. FICA for Educational Support Paraprofessional.			$ 495.00
6400	330	Line Item 15, Activity 9. Staff Training Services and Travel. Travel expenses for Educational Support Paraprofessional.			$ 4,780.00
6400	730	New activity. Dues and Fees. Annual subscription to McKinney-Vento.org for the 2025-2026 school year which includes liaison training, essential staff training, and the resource bundle. Approximately 300 staff members will participate in the online, web-based training. Online training will be completed by staff members by the program end date of August 31, 2025.		$ 4,800.00	
6400	730	New activity. Dues and Fees. Registration fees for homeless conferences for the district liaison, Educational Support Paraprofessional, and/or school-based liaison(s). Conferences to include FASFEPA (2 at approximately $300.00 each) and NAEHCY virtual conference (3 at $725.00 each).		$ 2,775.00	
			Total	**$ 13,075.00**	**$ 13,075.00**


FLORIDA DEPARTMENT OF
EDUCATION
fldoe.org

AGENDA ITEM NO. 8.4

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: May 19, 2025

SUBMITTED BY: Denny Wells - (259-5420)

ITEM TYPE: Property

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the April 2025 District Property Inventory.

ATTACHMENTS:
05.19.2025 Approval of District Property Inventory for April_D.Wells.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Facilities and Maintenance
270 East Jonathan Street
Macclenny, FL 32063
(904) 259-5420
www.bakerk12.org

Wyatt Milton, Superintendent

April 30, 2025

Mr. Wyatt Milton
Superintendent of Schools
Baker County School District
370 South Blvd. East
Macclenny, Florida

Dear Mr. Milton:

I would like to request School Board review and approval of the District Property Inventory for **April, 2025.**

Should you have any questions concerning this request, please feel free to contact me your convenience.

Sincerely yours,

F.D. Wells,
Director of Facilities and Maintenance

APRIL 2025		ACQUISTIONS							ENDING
		ACQUISTIONS	TRANS IN	TRADE INS	TOTALS	TRANS OUT	STOLEN	TOTALS	
	B C H S - 0012 $835,411.28	$ 814.00	$ -		$ 814.00	$ -		$ -	$836,225.28
	M E S - 0013 $144,894.02	$ -	$ 2,887.74		$ 2,887.74	$ -		$ -	$147,781.76
	L E S - 0021 $330,041.88	$ 2,914.00	$ 1,431.82		$ 4,345.82	$ 2,887.74		$ 2,887.74	$331,499.96
	PREK-KDG CTR - 0022 $135,597.25	$ -	$ -		$ -	$ -		$ -	$135,597.25
	K I S - 0031 $99,563.36	$ -	$ -		$ -	$ -		$ -	$99,563.36
	B C M S - 0032 $782,174.99	$ -	$ -		$ -	$ 1,431.82		$ 1,431.82	$780,743.17
	W E S - 0091 $298,942.40	$ -	$ 1,646.00		$ 1,646.00	$ -		$ -	$300,588.40
	SURPLUS - 0099 $16,425.35	$ -	$ -		$ -	$ -		$ -	$16,425.35
	IN ACTIVE - 1111 $0.00	$ -	$ -		$ -	$ -		$ -	$0.00
	READ CLINIC - 2013 $33,647.51	$ -	$ -		$ -	$ -		$ -	$33,647.51
	BUS SHOP/VECH 2222 $7,494,820.00	$ 1,246,316.00	$ -		$ 1,246,316.00	$ 80,389.00		$ 80,389.00	$8,660,747.00
	MAINT/VECH 3333 $199,468.93	$ -	$ -		$ -	$ -		$ -	$199,468.93
	CHAP 1 - M E S - 4013 $20,382.00	$ -	$ -		$ -	$ -		$ -	$20,382.00
	CHAP 1 - KIS - 4031 $1,811.70	$ -	$ -		$ -	$ -		$ -	$1,811.70
	CHAP I - BCMS - 4032 $0.00	$ -	$ -		$ -	$ -		$ -	$0.00
	CHAP 1 - WES - 4091 $32,728.34	$ -	$ -		$ -	$ -		$ -	$32,728.34
	CUST-LAND/VECH 4444 $200,549.19	$ -	$ -		$ -	$ -		$ -	$200,549.19
	VO. / ADULT ED - 5012 $276,235.78	$ -	$ -		$ -	$ 18,515.42		$ 18,515.42	$257,720.36
	VO. / ADULT ED - 5032 $13,183.05	$ -	$ -		$ -	$ -		$ -	$13,183.05
	TECHNOLOGY - 5555 $717,179.88	$ -	$ -		$ -	$ -		$ -	$717,179.88
	TECH/VECH 6666 $78,248.00	$ -	$ -		$ -	$ -		$ -	$78,248.00
	CURRENT MISSING - 7777 $9,079.59		$ -		$ -	$ -		$ -	$9,079.59
	PRIOR MISSING 05 - 8888 $322,158.10		$ -		$ -	$ -		$ -	$322,158.10
	SUB TOTAL- PAGE ONE $ 12,042,542.60	$ 1,250,044.00	$ 5,965.56	$ -	$1,256,009.56	$103,223.98	$ -	$103,223.98	$13,195,328.18
	CO OFF - 9001 $329,360.21	$ -	$ -		$ -	$ 1,646.00		$ 1,646.00	$327,714.21
	BUS SHOP - 9002 $84,943.88	$ -	$ -		$ -	$ -		$ -	$84,943.88
	MAINT. - 9003 $210,723.76	$ -	$ -		$ -	$ -		$ -	$210,723.76
	W-HSE - 9004 $26,764.10	$ -	$ -		$ -	$ -		$ -	$26,764.10
	FAMILY SER - 9005 $96,801.23	$ -	$ -		$ -	$ -		$ -	$96,801.23
	STUDENT SER - 9006 $149,839.62	$ -	$ -		$ -	$ -		$ -	$149,839.62
	ALT SCH - 9007 $53,866.70	$ -	$ -		$ -	$ -		$ -	$53,866.70
	VO. / ADULT ED - 9008 $85,183.32	$ -	$ -		$ -	$ -		$ -	$85,183.32
	LAND / CUST 9009 $432,218.46	$ -	$ -		$ -	$ -		$ -	$432,218.46
	SUPT. OFFICE - 9010 $50,642.30	$ -	$ -		$ -	$ -		$ -	$50,642.30
	SOUTHSIDE - 9021 $0.00	$ -	$ -		$ -	$ -		$ -	$0.00
	TOTAL $13,562,886.18	$ 1,250,044.00	$ 5,965.56	$ -	$1,256,009.56	$104,869.98	$ -	$ 104,869.98	$14,714,025.76
						Final Property Total			**$14,714,025.76**

AGENDA ITEM NO. 8.5

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: May 19, 2025

SUBMITTED BY: Tina Bradley - (259-0476)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval to Renew Agreement with Episcopal Children's Services, Inc. for the Head Start Program Facilities, Effective July 1, 2025 - June 30, 2026. (No Changes from Previous Year.)

ATTACHMENTS:
05.19.2025 Approval of the Agreement for the Head Start Program Facilities_T.Bradley.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Family Service Center
418 South 8th Street
Macclenny, FL 32063
(904) 259-6551
www.bakerk12.org

Wyatt Milton, Superintendent

May 5, 2025

Wyatt Milton
Superintendent
Baker County School District
270 South Boulevard East
Macclenny, Florida 32063

Dear Superintendent Milton:

Please submit for approval the renewal (no changes), of the Agreement between the Baker County School Board and Episcopal Children's Services, Inc. for The Head Start Program Facilities.

Thank you for your continued support.

Sincerely,

Tina L. Bradley, RN, BSN
Health Services Specialist

TLB/alg

Enclosure

AGREEMENT BETWEEN
THE BAKER COUNTY SCHOOL BOARD
AND
EPISCOPAL CHILDREN'S SERVICES, INC.
FOR
THE HEAD START PROGRAM FACILITIES

This agreement is between the Baker County School Board (hereinafter referred to as School Board), and the Episcopal Children's Services, Inc. (hereinafter referred to as Head Start).

WITNESSETH

1. The School Board and Head Start desire to provide quality services to children in Baker County.
2. The School Board and Head Start recognize the potential outstanding benefits of the Head Start Program and particularly to the children of Baker County.
3. It is in the best interest of the Head Start Program and the children and parents of Baker County to implement this program.

ARTICLE I

Rights and Duties of Head Start

The Head Start program will work cooperatively with the School Board in the implementation of this program. Head Start will provide the following:

A. Qualified employees to provide appropriate services.
B. Evidence of adequate liability insurance of no less than $1,000,000 per occurrence and shall indemnify, defend and hold the School Board harmless from all claims, suits, judgments, or damages that may arise out of the operation of the Head Start Program.
C. Adequate insurance to cover loss and damage of Head Start property.
D. Designate on-site Supervisors to communicate and coordinate services with the School Board.

ARTICLE II

Rights and Duties of the School Board

The Baker County School District will work cooperatively with the Head Start Program in the implementation of this agreement. The Baker County School Board will provide the following:

A. The site locations for the Head Start Programs on the campus of Keller Educational Center (Head Start Portables).

B. Designate an employee to work cooperatively with the Head Start designated on-site Supervisors.

C. Adequate liability insurance for School Board property.

ARTICLE III

The School Board, the Head Start Program and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by communication between the School Superintendent and the Chief Executive Officer and/or their designees.

ARTICLE IV

Modification

This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ARTICLE V

This Agreement and each and every covenant herein shall not be capable of assignment, unless the express written consent of the School Board, the Superintendent, and the Chief Executive Officer is obtained.

ARTICLE VI

This Agreement constitutes a final written expression of all terms of the Agreement and is a complete and exclusive statement of those terms. This Agreement has a beginning date of

July 1, 2025 and ending date of **June 30, 2026**. This Agreement may be renewed annually upon agreement of both parties.

BAKER COUNTY SCHOOL DISTRICT

By: **_____**
Tiffany McInarnay, Board Chairperson

Date: **_____**

By: **_____**
Wyatt Milton, Superintendent

Date: **_____**

EPISCOPAL CHILDREN'S SERVICES, INC.
Head Start Program

By: **_____**
Dr. Natalya Bannister Roby, Chief Executive Officer

Date: **_____**

EXHIBIT "A"

This Addendum and the following modifications ("Addendum") are hereby incorporated into the attached Agreement, and shall be binding on the signatory Parties. To the extent any terms and conditions between the Agreement and this Addendum conflict, the Addendum's terms and conditions shall supersede any conflicting terms and conditions of the Agreement, and the terms and conditions of the Addendum shall be binding and shall be controlling on the Parties.

Section I.

A. All references to "Contractor" herein shall be deemed to refer to the party(ies) who have entered into the agreement with the Baker County School Board ("Board") to which this attachment is affixed.

B. The terms contained herein shall prevail over any contrary or incompatible term within the attached agreement.

Section II.

A. **Level II Background Check** – Any individual providing services under this agreement who will (1) be at a school when students are present; (2) have direct contact with students; or (3) have access to or control of school funds shall have a Level II background check submitted through the Board. The Contractor shall be required to pay for all costs of the background reports. If it is discovered during the period of the agreement that Contractor substituted an unapproved individual for an approved individual for purposes of this agreement, then the agreement may be cancelled immediately by Board.

Section III.

A. **Indemnification -** The Board shall indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Board or its employees arising out of or in connection with the provisions of this agreement, up to the limits on liability prescribed in Section 768.28, Florida Statutes, including $200,000.00 per claimant and $300,000.00 per occurrence. Contractor agrees to indemnify and hold harmless the Board and its employees from and against any and all liability or claims for damages of any kind whatsoever resulting from negligent acts, intentional acts, or failure to act on the part of Contractor arising out of or in connection with the provisions of this agreement.

B. **Sovereign Immunity** – Except for as expressly provided in this agreement and Section 768.28, Florida Statutes, the Board does not waive its sovereign immunity.

Section IV.

A. **Governing Law and Venue -** This agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the county and circuit courts in the Eighth Judicial Circuit, Baker County, Florida and the United States District Court for the Middle District of Florida – Jacksonville Division shall have exclusive jurisdiction to enforce the terms of this agreement. Venue for any disputes shall exclusively lie in the state and federal courts for Baker County, Florida**.**

Section V.

A. Public Records – To the extent applicable to Contractor, Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

1. Keep and maintain public records required by the Board to perform the service.

2. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law.

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

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

5. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Contract, Contractor shall contact the Custodian of Public Records at:**

   Felicia D. Raulerson
   Executive Secretary
   Baker County School Board
   270 South Boulevard East
   Macclenny, FL 32063
   (904) 259-0401
   felicia.raulerson@bakerk12.org

6. In the event the Board must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the Board because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees expended as part of said litigation and any subsequent appeals.

Section VI.

A. **E-Verify** – To the extent Section 448.095, Florida Statutes, applies to Contractor, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this agreement.

1. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of such affidavit to the Board upon receipt and shall maintain a copy for the duration of the agreement.

B. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes, by the date of execution of this agreement. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

C. Failure to comply with this provision is a material breach of the agreement, and Board may choose to terminate the agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary.

Section VII.

A. **Affidavit Regarding the Use of Coercion for Labor and Services** – If Contractor is not a governmental entity, then Contractor shall execute the Board's "**Affidavit Regarding the Use of Coercion for Labor and Services"** and provide a copy to the Board no later than the time of execution of the agreement by the Contractor.

Section VIII.

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

Section IX.

A. **Student Data** - If Contractor meets the definition of "Operator" in Section 1006.1494, Florida Statutes, then the parties shall enter into a Data Privacy Agreement prior to any "Covered Information," as defined in Section 1006.1494, Florida Statutes, being provided to Contractor.

Section X.

A. **Federally Funded Agreement** – If this agreement is paid by the Board using federal funds, then the terms contained in the attached "Baker County School Board Federal Contract Addendum," based off of the requirements of 2 Code of Federal Regulations 200, Title 2, shall govern this agreement.

_____

Signature of Authorized Contractor Representative

_____

Date

AGENDA ITEM NO. 8.6

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Tina Bradley - (259-0476)
ITEM TYPE:	Agreement
AGENDA SECTION:	**APPROVAL OF ROUTINE ITEMS**
SUBJECT:	Approval to Renew Family Service Center Interagency Agreement with Episcopal Children's Services Head Start, Effective July 1, 2025 - June 30, 2026. (Rate Change from Previous Year)

ATTACHMENTS:
05.19.2025 Approval of the Agreement with Episcopal Children's Services Head Start_T.Bradley.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Family Service Center
418 South 8th Street
Macclenny, FL 32063
(904) 259-6551
www.bakerk12.org

Wyatt Milton, Superintendent

May 5, 2025

Wyatt Milton
Superintendent
Baker County School District
270 South Boulevard East
Macclenny, Florida 32063

Dear Superintendent Milton:

Please submit for approval the (renewal) Interagency Agreement between the Episcopal Children's Services Head Start and the Baker County School Board to provide services to clients at the Family Service Center. There has been a rate change on the agreement from $5,220.56 to $5738.10. See attached worksheet.

Thank you for your continued support.

Sincerely,

Tina L. Bradley, RN, BSN
Health Services Specialist

TLB/alg

Enclosure

INTERAGENCY AGREEMENT
FAMILY SERVICE CENTER
AT KELLER EDUCATIONAL CENTER

THIS AGREEMENT is entered by and between **Episcopal Children's Services Head Start, 8649 Baypine Rd., Building 7, Suite 300, Jacksonville, FL 32256,** hereinafter referred to as **ECS, Inc.**, and the SCHOOL BOARD OF BAKER COUNTY, hereinafter referred to as the BOARD.

WITNESSETH

I. For and in consideration of the mutual understanding and agreements hereinafter

set forth, it is therefore agreed between the **ECS, Inc.** and the BOARD as follows:
(Name of Agency)

1. The Agency agrees to provide Services on site, as described in number I. 8, within the area of the Baker County School District.

2. The location of these services will be Keller Educational Center at the Family Service Center.

3. The Parties agree that any questions or concerns shall be resolved by Tina L. Bradley, RN BSN, Family Service Center Director, subject only to final board resolution.

4. Additional administrative procedures as may be necessary will be mutually coordinated and agreed upon by both Parties.

5. Scheduling of these Services will rest jointly with Tina L. Bradley, RN BSN, the BOARD'S Family Service Center Director, and **Episcopal Children's Services.**,
(Name of Agency)

6. The daily operation of these Services will be the responsibility of the Agency's Designee, **Jamie Rich, Family Advocate; Frances Alford, Family Advocate Eryss Meguia, ECS Family Services Specialist.**

7. Decisions regarding hiring and further human resource management will be the sole responsibility of the respective employer.

8. Specific services will include, but are not limited to:

Providing educational, health, nutritional, parent involvement and social services to low income eligible families with children, aged 3 -5 years.

9. Specific in-kind contributions are:

Staff salary x 4	**=**	**$90,000.00 annually**
Materials & Supplies	**=**	**$1,000.00 annually**
Local/Long distance service	**=**	**$ 480.00 annually**

10. The Parties agree to obtain the written consent for treatment from the parents or guardians of all children treated hereunder prior to formal commencement of non-emergency services. Copies of said consent shall be filed in each student's school record (maintained by the BOARD) and clinical record (maintained by the Family Service Center).

11. Support expenses consisting of basic telephone services and for long distance calls will be the responsibility of **ECS, Inc.** .
(Agency)

12. Paper goods, supplies, and office consumables will be the responsibility of **ECS, Inc.** .
(Agency)

II. The **ECS, Inc.** further agrees as follows:
(Agency)

to pay the BOARD **$5,738.10**. This includes the use of ***three*** offices at the Family Service Center and a percentage of utilities and secretarial and custodial services.

III. The BOARD agrees as follows:

1. To provide general janitorial and maintenance services for the facility.

2. To allow **ECS, Inc.** to establish and coordinate hours of
(Agency)
operation with Tina L. Bradley, RN BSN, Family Service Center Director, in order to accomplish the service objectives as needed, and that these hours of operation may extend past school hours of operation.

IV. The **ECS, Inc.** and the BOARD further agree as follows:
(Agency)

1. Titles VI and VII, Civil Rights Act of 1964:

Both Parties shall comply with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other Federal Laws applicable to equal employment opportunity.

2. Indemnification and Insurance:

A. The **ECS, Inc.** agrees that it and its employees shall act as independent contractors and not as employees of the BOARD in providing the aforementioned services.

B. The **ECS, Inc.** agrees to assume responsibility for and maintain adequate liability insurance of no less than $1,000,000.00 per claim, and $2,000,000.00 aggregate during the course of the AGREEMENT and
shall indemnify, defend and hold the BOARD harmless from all claims, suits, judgments, or damages that may arise from the operation of **ECS, Inc.**

C. The **ECS, Inc.** agrees to assume responsibility for and maintain adequate insurance to cover loss or damage of agency property as may be in the possession of the BOARD during these services. The Agency also agrees to provide insurance to cover damage to the facility or to repair its furniture and/or fixtures, as may be caused by Agency use of same.

D. The BOARD will assume responsibility for and maintain adequate insurance to cover loss or damage to all items of its personal property.

3. Confidentiality

The Parties shall recognize and safeguard the confidential nature of case records and student information in conformance with all applicable Federal and State laws, rules and regulations and both Parties' policies pertaining to the right of privacy of parents, guardians, and students.

4. Publicity

All notices, informational pamphlets, press releases, research reports, and other similar public notices which reference the Family Service Center must have prior approval by Tina L. Bradley, RN BSN, Family Service Center Director, prior to publication and release.

5. Renegotiation or Modification

Any alterations, variations, modifications, or waivers of this AGREEMENT shall only be valid when they have been placed in writing, signed and attached to this AGREEMENT. Both Parties agree to renegotiate those portions of the agreement which may be affected by revision of federal or state laws or regulations.

6. Termination

A. Termination at Will. This AGREEMENT will be terminated by either Party at any time, with or without cause, upon no less than thirty (30) days notice in writing to the designated person as identified in I. 5. Said notice shall be delivered by Certified Mail or in person.

B. Termination Because of Lack of Funds. It is further agreed that in the event funds to finance this AGREEMENT become unavailable, the obligations of each Party hereunder may be terminated upon no less than thirty (30) days notice in writing to the other Party. Said notice shall be delivered by Certified Mail or in person. In such event, both Parties will endeavor to ensure the continuity of care for any displaced students and families by utilizing available community resources and applicable State and Federal Law. The **ECS, Inc.** shall be the final authority as to the availability of its Federal and State funds and as to how such funds will be allocated, and the BOARD shall be the final authority as to the availability of the facilities and school personnel.

7. Retention of Records

The Parties shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for a period of at least six (6) years after termination of this AGREEMENT or if any audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained at least until resolution of the audit findings.

8. Contract Duration and Renewal

This AGREEMENT shall become effective on **July 1, 2025**, and shall end on **June 30, 2026**. This AGREEMENT may be renewed each year upon mutual agreement by both parties.

SCHOOL BOARD OF BAKER COUNTY	**EPISCOPAL CHILDREN'S SERVICES, INC.**
Tiffany McInarnay, Chairperson	**Dr. Natalya Bannister Roby, Chief Executive Officer**
Date	**Date**

EXHIBIT "A"

This Addendum and the following modifications ("Addendum") are hereby incorporated into the attached Agreement, and shall be binding on the signatory Parties. To the extent any terms and conditions between the Agreement and this Addendum conflict, the Addendum's terms and conditions shall supersede any conflicting terms and conditions of the Agreement, and the terms and conditions of the Addendum shall be binding and shall be controlling on the Parties.

Section I.

A. All references to "Contractor" herein shall be deemed to refer to the party(ies) who have entered into the agreement with the Baker County School Board ("Board") to which this attachment is affixed.

B. The terms contained herein shall prevail over any contrary or incompatible term within the attached agreement.

Section II.

A. **Level II Background Check** – Any individual providing services under this agreement who will (1) be at a school when students are present; (2) have direct contact with students; or (3) have access to or control of school funds shall have a Level II background check submitted through the Board. The Contractor shall be required to pay for all costs of the background reports. If it is discovered during the period of the agreement that Contractor substituted an unapproved individual for an approved individual for purposes of this agreement, then the agreement may be cancelled immediately by Board.

Section III.

A. **Indemnification -** The Board shall indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Board or its employees arising out of or in connection with the provisions of this agreement, up to the limits on liability prescribed in Section 768.28, Florida Statutes, including $200,000.00 per claimant and $300,000.00 per occurrence. Contractor agrees to indemnify and hold harmless the Board and its employees from and against any and all liability or claims for damages of any kind whatsoever resulting from negligent acts, intentional acts, or failure to act on the part of Contractor arising out of or in connection with the provisions of this agreement.

B. **Sovereign Immunity** – Except for as expressly provided in this agreement and Section 768.28, Florida Statutes, the Board does not waive its sovereign immunity.

Section IV.

A. **Governing Law and Venue -** This agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the county and circuit courts in the Eighth Judicial Circuit, Baker County, Florida and the United States District Court for the Middle District of Florida – Jacksonville Division shall have exclusive jurisdiction to enforce the terms of this agreement. Venue for any disputes shall exclusively lie in the state and federal courts for Baker County, Florida**.**

Section V.

A. Public Records – To the extent applicable to Contractor, Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

1. Keep and maintain public records required by the Board to perform the service.

2. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law.

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

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

5. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Contract, Contractor shall contact the Custodian of Public Records at:**

   Felicia D. Raulerson
   Executive Secretary
   Baker County School Board
   270 South Boulevard East
   Macclenny, FL 32063
   (904) 259-0401
   felicia.raulerson@bakerk12.org

6. In the event the Board must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the Board because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees expended as part of said litigation and any subsequent appeals.

Section VI.

A. **E-Verify** – To the extent Section 448.095, Florida Statutes, applies to Contractor, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this agreement.

1. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of such affidavit to the Board upon receipt and shall maintain a copy for the duration of the agreement.

B. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes, by the date of execution of this agreement. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

C. Failure to comply with this provision is a material breach of the agreement, and Board may choose to terminate the agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary.

Section VII.

A. **Affidavit Regarding the Use of Coercion for Labor and Services** – If Contractor is not a governmental entity, then Contractor shall execute the Board's "**Affidavit Regarding the Use of Coercion for Labor and Services"** and provide a copy to the Board no later than the time of execution of the agreement by the Contractor.

Section VIII.

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

Section IX.

A. **Student Data** - If Contractor meets the definition of "Operator" in Section 1006.1494, Florida Statutes, then the parties shall enter into a Data Privacy Agreement prior to any "Covered Information," as defined in Section 1006.1494, Florida Statutes, being provided to Contractor.

Section X.

A. **Federally Funded Agreement** – If this agreement is paid by the Board using federal funds, then the terms contained in the attached "Baker County School Board Federal Contract Addendum," based off of the requirements of 2 Code of Federal Regulations 200, Title 2, shall govern this agreement.

_____

Signature of Authorized Contractor Representative

_____

Date

AGENDA ITEM NO. 9.1

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	N/A
ITEM TYPE:	Removed Routine
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of Removed Routine Items.

AGENDA ITEM NO. 9.2

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Thomas Hill - (259-0429)
ITEM TYPE:	Contract
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of the 2025 - 2026 Contract Between Baker County School Board and Khan Academy.

ATTACHMENTS:
05.19.2025 Approval of the No-Cost Contract wth Khan Academy_T.Hill.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Office of Human Resources
270 South Boulevard East
Macclenny, FL 32063
(904) 259-6251
www.bakerk12.org

Wyatt Milton, Superintendent

April 29, 2025

Mr. Wyatt Milton, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Milton and School Board Members:

The purpose of this letter is to request School Board approval of the attached no-cost contract between the Baker County School Board and Khan Academy.

The contract time period will be for the 2025-2026 school year, unless otherwise amended/extended by mutual agreement.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill
Associate Superintendent of Human Resources
904-259-0427

SERVICE ORDER

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

CUSTOMER INFORMATION FOR FLORIDA DISTRICTS FUNDED BY LASTINGER

Customer: Baker County School Board
Address: 392 South Blvd E, Macclenny, FL 32063
Primary Contact: Tyler Brim
Email: tyler.brim@bakerk12.org
Phone: 904-295-1675
Billing Contact Name: Thomas Hill
Billing Contact Email: thomas.hill@bakerk12.org

KHAN ACADEMY INFORMATION

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

SERVICE ORDER INFORMATION

Start Date: April 15, 2025
End Date: June 30, 2026

KHAN ACADEMY DISTRICT SERVICE, INCLUDING KHANMIGO FOR DISTRICTS			
Product	**Quantity**	**Grades**	**Subjects***
Khanmigo for Districts - **Student Tutor**	2300 students	Grades: 6-12	Subjects: All
Khanmigo for Districts - **Teaching Assistant**	150 teachers	Teachers associated with students that have Khanmigo for Districts - Student Tutor	
Khanmigo for Districts - **Administrator**	15	Administrator account can be allocated to either school or district administrator at the election of Customer	
Khan Academy Districts	As identified in Khanmigo for Districts - **Student Tutor**		
Professional Learning for Khan Academy Districts with Khanmigo	1 in-person day with up to 4 hours virtual	Professional learning sessions will be selected from your customized learning plan, with in-person sessions (6 hours per day).	

TERMS AND CONDITIONS

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

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

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

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

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

Rostering Service: Unless the "Special Terms" section indicates otherwise, Customer shall use Classlink as its rostering service.

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

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

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

Khanmigo for Districts Fees: The per-student amount represents a ~100% discount from the Khanmigo for Districts Student Tutor standard subscription price ($15.00 per student). This discounted pricing is made available in part by a philanthropic grant from University of Florida Board of Trustees, a public body corporate of the State of Florida, on behalf and for the benefit of the University of Florida ("**funder**"), with the University of Florida Lastinger Center for Learning ("**Lastinger Center**") designated as the funder's administrator. Khan

Academy may share aggregated, de-identified usage data at the school level with the funder (including Lastinger Center) for purposes of demonstrating the social impact of the grant.

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

As a condition of receiving the services, Customer shall: (i) roster the students and Customer teachers within 2 weeks of executing this Agreement (and in any event no later than April 11, 2025)("**Rostering Deadline**"); (ii) have the teachers and administrators participate in the Professional Learning; (iii) provide classroom time for students to use the services; (iv) ensure that students engage in at least 5 Khanmigo activities within 6 weeks of executing this Agreement (and in any event no later than May 23, 2025)("**Minimum Usage**"); (iv) collaborate to determine a success plan for ongoing learning with Khanmigo activities; and (v) fulfill the customer roles identified in Customer Commitments located at Attachment 4 ("**Customer Role**"). Khan Academy will waive the fees for school year 2025-2026 (ending on June 30, 2026) ("**SY 25-26 Access**") to the extent Customer meets the Rostering Deadline, Minimum Usage, Customer Role, and Lastinger Reporting ("**Lastinger Conditions**"). For clarity, if Lastinger Conditions are not met, then Customer will not receive SY 25-26 Access.

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

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

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

Khan Academy further agrees to:

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

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

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

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

F THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Felicia.raulerson@bakerk12.org

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

SIGNATURES

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

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

Khan Academy, Inc.	**Customer: Baker County School Board**
Signature:	Signature:
Name:	Name: Tiffany McInarnay
Title:	Title: Board Chairperson
Date:	Date: May 19, 2025

Attachment 1
Khan Academy District Service Terms of Service

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

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

Through the District Service, Khan Academy provides (i) enhanced features to facilitate set-up, management, and use of School Accounts (as defined in Section 4.3 (School Accounts)) for class use; (ii) implementation assistance and training for authorized users registered as teachers, school leaders, aides, or other similar personnel (collectively, "**School Personnel**"); (iii) priority technical support for class use of the Website; (iv) data insights on Website usage and performance through district administrator reports; and (v) an expanded set of artificial intelligence ("**AI**") enabled teacher tools ("**Khanmigo Teacher Tools**") (as more fully described in Section 8 (Khanmigo Teacher Tools)) available on all School Personnel accounts included in the District Service.

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

2. Subscription Terms.

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

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

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

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

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

2.6 Pilots and Betas; Authorized User Experience Feedback. Khan Academy may offer pilot programs (each

a "**Pilot**") or beta features or products ("**Betas**"). Customer acknowledges that (a) participation in a Pilot or use of Betas may allow Customer to access such Pilot or Betas on a preview basis (including before it is made generally available on the Platform or included in Khan Academy's general service offerings); (b) Khan Academy may still be testing, evaluating and improving Betas, including by collecting Customer feedback, or for Customer evaluation; as such, Betas are offered "as-is" and the limited warranty provided for the District Service in Section 12 does not apply to Pilots or Betas; (c) participation in a Pilot or use of Betas is subject to these TOS and any additional terms Khan Academy may specify; (d) the Betas are still under development, may be inoperable or incomplete and are likely to contain errors or bugs; (e) the Betas may never become generally available; (f) Khan Academy may charge a fee for use of Pilots or Betas, with notice to Customer; (g) Khan Academy does not commit to maintaining any Betas and may change or remove Betas at any time; (h) Khan Academy is not obligated to provide support for Pilots or Betas; and (i) Khan Academy is not responsible for Customer's reliance on Pilots or Betas. Customer may stop use of Betas at any time. All information related to a Pilot or Betas constitutes Khan Academy's confidential information. NOTWITHSTANDING ANYTHING TO THE CONTRARY, KHAN ACADEMY IS PROVIDING PILOTS AND BETAS "AS-IS" AND DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO BETAS AND PILOTS, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND.

Customer and Customer's registered and authorized School Personnel and Students (referred to as "**Authorized Users**") may, in connection with a Pilot or use of Betas, participate in Authorized User testing activities led by members of Khan Academy's product design team, including but not limited to, by collecting Customer or Authorized User feedback (through surveys, interviews, or classroom visits), or for Customer or Authorized User evaluation ("**Authorized User Experience Feedback**"). We encourage and welcome Authorized User Experience Feedback on any Pilot and Beta, as provided in Section 5.6 (Feedback) of the Website Terms of Service located at https://www.khanacademy.org/about/tos ("**Website TOS**").

3. District Admin Accounts.

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

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

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

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

4. User Accounts.

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

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

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

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

4.3 School Accounts.

(a) Account Set-up and Rostering. Each student, teacher, school leader, aide, or other similar personnel requiring access to the Platform for class use will be registered with a Khan Academy account

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

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

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

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

AVAILABLE THROUGH THOSE SERVICES, IS SOLELY AT YOUR OWN RISK.

4.5 Personal Accounts.

(a) Linked Accounts. Students and School Personnel may have personal accounts (i.e., accounts associated with an email address other than the applicable LEA account or school email address) in addition to School Accounts. Khan Academy may (but is not required to) permit a user to associate a personal account with their School Account, by using the login credentials associated with a personal account to join a class or use the account for school-directed learning. If a user chooses to associate a personal account with their School Account, the two accounts will be deemed "**Linked**" accounts, and the user's learning activity (information regarding use of the Platform generated by the user through use of the Platform), whether generated during or outside of the school use, may be viewed by any person with access to either account. "Linked" accounts are not separately functioning accounts; they permit access to a singular Khan Academy account using more than one account interface or set of access credentials. Linked accounts may benefit Students: (i) who want to use the Website for both personal and school purposes; (ii) by allowing School Personnel to have a deeper understanding of Student progress; and (iii) by allowing users to keep track of all their Khan Academy learning activity on an aggregate basis. The user's election to enable Linked accounts must be made, if at all, in connection with the initial account registration and rostering process for a given school year.

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

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

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

4.7 Access Requests. Khan Academy shall cooperate with and assist Customer in responding to requests

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

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

5.1 Professional Learning. Training will be provided via an asynchronous, on-demand course available on the Website. Unless otherwise agreed in writing between the Parties, any additional training and consultations will be identified in the Applicable Order and will be provided remotely, via webinar, conference call, or similar online/remote format. To the extent that in-person training is offered, Khan Academy reserves the right to postpone or substitute with online/remote sessions as may be necessary or prudent for health and safety reasons (including but not limited to COVID or other health risk conditions).

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

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

6. Course Content; Proprietary Materials.

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

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

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

7. AI-Enabled Features.

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

7.2 AI-Enabled Feature Feedback. In addition to the Authorized User Experience Feedback that Customer and its Authorized Users may provide pursuant to Section 2.6 (Pilots and Betas; Authorized User Experience Feedback), we encourage and welcome your feedback on any AI-Enabled Feature. As part of AI-Enabled Features, Customer, and Customer's Authorized Users, may identify errors or bugs, provide feedback on the user experience, and provide other ideas, suggestions, guidance or other information related to the applicable

AI-Enabled Feature (collectively, deemed "**AI-Enabled Feature Feedback**"). Khan Academy may solicit AI-Enabled Feature Feedback from you, and from any specific Authorized Users identified by Customer for participation in any feedback program, via surveys, interviews, observations, or other interactions. You and your Authorized Users may also provide AI-Enabled Feature Feedback to us by labeling Output with a thumbs up or thumbs down, or otherwise directly offering AI-Enabled Feature Feedback in the AI-Enabled Feature itself or otherwise. By submitting suggestions or other AI-Enabled Feature Feedback, you agree that we (or our licensees) can (but do not have to) use, share, and otherwise exploit such AI-Enabled Feature Feedback for any purpose without compensation or further notice to you and you grant us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any AI-Enabled Feature Feedback into Khan Academy Offerings (as defined below) or to develop new features and services.

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

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

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

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

AUTHORIZED USERS NOT TO) INCLUDE ANY PROPRIETARY OR PERSONALLY IDENTIFIABLE INFORMATION IN INPUTS SUBMITTED TO ANY AI-ENABLED FEATURE.

7.5 Guidelines on Use of AI-Enabled Features.

(a) User-Generated Content. You (and your Authorized Users) may provide input (including summary, text, instructions, or other content you make available) to any AI-Enabled Feature ("**Input**"), and receive output generated and/or provided by an AI-Enabled Feature based on the Input ("**Output**"). Input and Output are collectively "**AI Content**". AI Content is subject to the terms applicable to User Content set forth in Section 5 (User Content License Grant) of the Website TOS. For clarity, AI Content constitutes User Content. You acknowledge that due to the nature of machine learning and the technology powering AI-Enabled Features, Output may not be unique, and an AI-Enabled Feature may generate the same or similar output for you or your Authorized Users as it provides to other users. For clarity, outputs for other users are not considered your (or your Authorized Users') User Content. You also acknowledge and agree that any Outputs may not be protectable under copyright or other intellectual property, proprietary, or other law. We make no warranties or representations, express or implied, that Outputs are protectable under any law. Without limiting the terms of the Website TOS, you are solely responsible for the AI Content that you and your Authorized Users create, including for ensuring that you or they have rights to submit the Input and that use of Input does not infringe upon the intellectual property rights of others or violate any applicable law or the Agreement. Without limiting our rights otherwise set forth in these TOS, by using the AI-Enabled Features, you hereby grant us a worldwide, non-exclusive, irrevocable, transferable, royalty-free, fully paid-up, sublicensable (through multiple-tiers) license to access, use, modify, display, publicly perform, distribute, copy, create derivatives from (including derivative works of) and process any and all Inputs and Outputs (including any intellectual property contained therein or embodied thereby) to provide our services to you and your Authorized Users and to develop and improve the AI-Enabled Features for all users.

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

(c) Personal Use and Sharing. AI-Enabled Features are intended for personal use and not to generate content for publication. Authorized Users may choose to share AI Content they generate for any

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

(d) School Personnel Use. School Personnel should apply their judgment and discretion in use of all AI-Enabled Features and their activities (including but not limited to essay features, if applicable) and should not rely solely (nor predominantly) on a feature for assessment or evaluation purposes or to otherwise make decisions about a student or School Personnel. AI-Enabled Features are tools intended to assist School Personnel and are not a replacement for the unique role of humans. As a part of AI-Enabled Features, we make training resources available for School Personnel to learn about AI-Enabled Features and use of AI within education. We also recommend School Personnel view our AI courses on the Platform.

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

(a) "As-Is" Terms; No Guarantees; No Representations or Warranties. THE LIMITED WARRANTY PROVIDED FOR THE DISTRICT SERVICE DOES NOT APPLY TO ANY AI-ENABLED FEATURE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, KHAN ACADEMY IS PROVIDING THE AI-ENABLED FEATURES "AS-IS", AND KHAN ACADEMY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING (I) ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND OR, (II) ANY WARRANTIES RELATING TO THE FUNCTIONALITY, RELIABILITY, ACCURACY OR CORRECTNESS OF ANY AI-ENABLED FEATURES. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 7.6(A) AND ANY OTHER TERMS OF THE AGREEMENT, THIS SECTION 7.6(A) WILL SUPERSEDE SUCH TERMS WITH RESPECT TO ANY AI-ENABLED FEATURE. YOU UNDERSTAND THAT KHAN ACADEMY IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY AI-ENABLED FEATURE. YOU ACKNOWLEDGE AND AGREE THAT ANY AI-ENABLED FEATURE MAY FUNCTION FOR A LIMITED PERIOD OF TIME, MAY HAVE LIMITED FEATURES, MAY MAKE ERRORS (INCLUDING, WITHOUT LIMITATION, MATH ERRORS (IF APPLICABLE)), MAY REFLECT BIASED, INCOMPLETE OR INCORRECT INFORMATION, MAY PROVIDE OBJECTIONABLE OR OFFENSIVE RESPONSES, MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED, AND MAY HAVE OTHER LIMITATIONS. YOU SHOULD NOT RELY ON THE FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY CHECKING THEIR FACTUAL ACCURACY. OUTPUT MAY APPEAR ACCURATE DUE TO ITS DETAIL OR SPECIFICITY BUT MAY STILL CONTAIN MATERIAL INACCURACIES.

(b) AI-Enabled Features Subject to Change. The AI-Enabled Features include new technologies and features that are at an early stage of development (often referred to as alphas, betas, previews, or prototypes), some of which are still being, and will continue to be, developed and tested, are known to make errors and to provide incorrect information at times, and may have other bugs. Any AI-Enabled Feature may not become fully developed or generally available. Furthermore, the laws and regulations governing artificial intelligence and related technology are uncertain and

evolving, and the ability to use the AI-Enabled Features and/or Outputs may be adversely impacted in the future. Khan Academy may change, add, or remove specific tools, features, elements or portions thereof at any time without any liability to you, and we do not commit to maintaining any AI-Enabled Feature, including any specific tools, features, elements or portions thereof.

7.7 AI-Enabled Feature Force Majeure. Notwithstanding Section 16.4 (Force Majeure), if Khan Academy is unable to provide any AI-Enabled Feature by reason of being unable to obtain access to services required to operate such AI-Enabled Feature, or by reason of any law, regulation or administrative order, or by reason of any other cause beyond its reasonable control, Khan Academy may modify, suspend or terminate access to such AI-Enabled Feature for such time as is reasonably necessary to address the cause. If Khan Academy is unable to restore access to such AI-Enabled Feature within 30 days ("**Resolution Period**"), then Customer may notify Khan Academy after such Resolution Period of its intent to terminate its subscription for the applicable AI-Enabled Feature. Customer's sole and exclusive remedy to any such termination exercised under this Section 7.7 (AI-Enabled Feature Force Majeure) is to obtain a pro-rata refund representing the unused portion of any fees prepaid by Customer specifically for the unusable portion of the applicable AI-Enabled Feature that was to be provided from the effective date of termination.

8. Khanmigo Teacher Tools.

8.1 Description. Khanmigo Teacher Tools include tools specifically designed for School Personnel, and premium features available for District Service customers. Khanmigo Teacher Tools are solely for independent use by School Personnel. Khanmigo Teacher Tools are included as features for all School Personnel and Admin Accounts included in the District Service, including for any renewal of the Agreement. For clarity, Khanmigo Teacher Tools are one of Khan Academy's AI-Enabled Features and all provisions related to AI-Enabled Features apply to your and any School Personnel's use of Khanmigo Teacher Tools.

8.2 Account Access. School Personnel who are included in Customer's District Service roster will have Khanmigo Teacher Tools automatically enabled on their School Personnel Accounts.

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

10. Indemnification.

10.1 Indemnity. Intentionally omitted.

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

11. Warranty Disclaimers.

11.1 Warranty Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 12 (LIMITED WARRANTY), THE PLATFORM, AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT, AND ALL DATA AND INFORMATION MADE AVAILABLE IN CONJUNCTION WITH THE PLATFORM (COLLECTIVELY, THE "**KHAN ACADEMY OFFERINGS**"), ARE PROVIDED ON AN "AS-IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. THE KHAN ACADEMY PARTIES DO NOT WARRANT THAT THE KHAN ACADEMY OFFERINGS WILL MEET OR BE CORRECTED TO MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE TO YOUR LIKING, BE TIMELY, SECURE, ACCURATE, OR BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS.

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

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

12. Limited Warranty. Subject to Section 7.6 ("As-Is" Terms for AI-Enabled Features), Khan Academy warrants, during the Term, that the District Service delivered by Khan Academy, when used in accordance with the terms of the Agreement, will substantially perform in accordance with the District Service Documentation made available to Customer by Khan Academy. "**Documentation**" means the description of services set forth in the Agreement, including technical specifications, but excludes any marketing materials or brochures. If the District Service is not provided as indicated in the Documentation, and Customer has provided written notice of the non-conformity to Khan Academy within 30 days of discovery of such non-conformity, then Customer's sole and exclusive remedy is that Khan Academy shall at its option (i) rectify the non-conformity; (ii) replace the applicable product or service with a system of substantially the same functionality that conforms to the Documentation; or (iii) terminate the Agreement with respect to the non-conforming District Service and provide Customer a prorated refund representing the unused portion of any fees prepaid by Customer specifically for the non-conforming portion of the terminated District Service measured from the effective date

of termination. The foregoing warranty specifically excludes defects in or non-conformance of the District Service resulting from (a) use of the Platform in a manner not in accordance with the Documentation, these TOS or the Website TOS; (b) faults or liabilities disclaimed pursuant to these TOS or the Website TOS; (c) improper or inadequate maintenance of Customer's own computers or other internet accessible devices including tablets, computer networks, operating environment, security programs, and internet connections; (d) abuse of the Platform; or (e) delays, failures or problems inherent in use of the internet and electronic communications or other systems outside Khan Academy's control.

13. Limitation of Liability and Damages.

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

13.2 Limitation of Damages. IN NO EVENT WILL THE KHAN ACADEMY PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT, THE WEBSITE TOS, YOUR USE OF ANY KHAN ACADEMY OFFERING, OR YOUR INTERACTION WITH OTHER PLATFORM USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE GREATER OF THE ACTUAL AMOUNT PAID BY YOU, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST CLAIM, OR ONE HUNDRED U.S. DOLLARS ($100.00).

14. Modification of Terms.

14.1 Terms Subject to Change. Except as provided in Section 14.2 (Material Changes) below, Khan Academy reserves the right, at our discretion, to update, change, modify, add, or remove any portion of these TOS at any time. For any material changes to these TOS, Khan Academy will provide notice to you of such amended terms, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) 30 days after Khan Academy makes a reasonable attempt to provide you such notice, including by posting amended terms on the Platform. Notwithstanding the foregoing, changes addressing new functions for a service, or changes made for legal compliance reasons will be effective immediately.

14.2 Material Changes. Khan Academy will not make any material change to these TOS or change how personal information contained in Student Records is used or shared under these TOS during the term of the Agreement, without notice to you. If a change with respect to how personal information contained in Student

Records is used or shared under these TOS has a material adverse impact on Student users or Customer, and Customer does not agree to the change, Customer must notify Khan Academy within 30 days of receiving the notice of change as described under Section 16.1 (Notices) below. If Customer notifies Khan Academy as required, then the Customer will remain governed by the TOS in effect immediately prior to the change until the end of the then current term of the Agreement. If the District Service is renewed, it will be renewed under Khan Academy's then current TOS. Disputes arising under these TOS ("**Dispute**") will be resolved in accordance with the version of these TOS which is effective against Customer at the time the Dispute arose.

15. Termination.

15.1 Data Access. Admin Account access will be terminated at the end of the subscription Term, unless the Customer account has been renewed. Upon termination, Khan Academy may delete Admin Accounts and associated district-level administrator reports in accordance with the Agreement and the Privacy Policy. It is Customer's sole responsibility to request renewal of the Agreement to maintain continued access to Customer's account and its associated data. Unless Customer otherwise directs Khan Academy in writing, termination of the District Service will not automatically result in deletion of School Accounts or Student Records in such account.

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

15.3 No Refunds. Customer understands and agrees that, except in the case of (i) cessation of Website services, (ii) a termination at the option of Khan Academy pursuant to Section 12 (Limited Warranty), (iii) a termination by Customer pursuant to Section 7.7 (AI-Enabled Feature Force Majeure), or (iv) to the extent required by applicable law, fees will not be refunded in the event of Customer's early cancellation or notice of cancellation of the Agreement. In the event of an early cancellation due to any of (i) through (iv) of this Section 15.3, Customer is responsible for (a) all amounts due and payable for all services provided to Customer before the date of early cancellation (with a pro-rata refund representing the unused portion of any fees prepaid by Customer specifically for the portion of the District Service that was to be provided after the date of early cancellation) or (b) if less than the amounts referenced in Section 15.3(a), to the greatest extent permitted by law. The Parties agree that Khan Academy's efforts in connection with account set-up, rostering and implementation are front-loaded and for that reason, proration of fees in the event of early cancellation is not necessary or appropriate. Any unused relationship management support and professional learning sessions expire on June 30th of each school year.

15.4 Termination by Khan Academy. Khan Academy reserves the right to terminate the Agreement at any time if Customer does not comply with the Agreement, including in the case of non-payment. Khan Academy

may suspend or terminate any School Account or Admin Account (or any part thereof) in accordance with the Agreement or the Website TOS and reserves the right at any time and from time to time to modify or temporarily discontinue the Platform (or any part thereof) with or without notice. These remedies are in addition to any other remedies Khan Academy may have at law or in equity.

16. Miscellaneous.

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

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

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

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

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

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

16.5 Governing Law and Venue. The Parties intend that the Agreement be construed and controlled by the laws of the State of Florida, without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, the Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to the Agreement. The United Nations Convention for the

International Sale of Goods also does not apply to the Agreement. Any litigation arising out of the Agreement must be conducted in the state and federal courts located in Baker County, Florida. Customer consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, Khan Academy shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.

16.6 Dispute Resolution. In the event of a Dispute, you or Khan Academy must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "**Notice of Dispute**"). Any Notice of Dispute must be sent as provided in Section 16.1 (Notices). You and Khan Academy will attempt in good faith to resolve any Dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Khan Academy may commence legal proceedings. Notwithstanding the foregoing, this Section 16.6 will not prevent either Party from seeking urgent interlocutory relief at any time.

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

16.8 Publicity. Customer consents to Khan Academy's use of (and references to) Customer's name in Khan Academy's customer lists and marketing materials.

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

16.10 No Primary Drafter. The Parties acknowledge and agree that they have mutually negotiated the terms and conditions of the Agreement and that any provision contained herein with respect to which an issue of interpretation or construction arises shall not be construed to the detriment of the drafter on the basis that such Party or its professional advisor was the drafter, but shall be construed according to the intent of the Parties as evidenced by the entire Agreement.

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

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

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

16.14 Counterparts. The Parties may execute the Agreement, or amendments, modifications, alterations or changes ("**Modifications**") to the Agreement, in counterparts, each of which is or shall be an original, and the

counterparts constitute one and the same Agreement, or shall constitute one and the same Modification to the Agreement. The Parties may also deliver and accept facsimile, electronically scanned or electronic signatures, which bind a Party as if the signature were an original.

16.15 Entire Agreement. The Agreement entered into by and between Customer and Khan Academy contains the entire understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of the Agreement. In the event of any conflict, inconsistency, or ambiguity, the documents shall control in the following order of precedence: (1) any Modifications, (2) the Applicable Order, (3) any additional addenda attached hereto, (4) these TOS, (5) the Website TOS, and (5) the Guidelines. The terms of the Agreement apply to all subscriptions. If Customer issues a purchase order, then any such purchase order is for its internal purposes only, and any purchase order terms that conflict with (or purport to change the terms of the Agreement or any Applicable Order issued by Khan Academy) will have no effect. The Agreement (as of the Effective Date) and any Modifications to the Agreement will only be effective if executed by both Parties. Where Customer makes any Modifications to the Agreement after the Agreement or Modifications thereto has been executed by Khan Academy, the Agreement and/or Modifications thereto will be null and void. In no event will any Modifications to the Agreement (whether handwritten, electronically, or otherwise) be effective unless both Parties have executed a written agreement agreeing to those Modifications.

16.16 Survival. Upon termination of these TOS, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 2.2 (Payment), 3.4 (Limitations on Use), 4.5 (Personal Accounts), 4.6 (Student Records), 6 (Course Content; Proprietary Materials), 9 (Confidentiality), 10 (Indemnification), 11 (Warranty Disclaimers), 13 (Limitation of Liability and Damages), 15.3 (No Refunds), and 16 (Miscellaneous).

Attachment 2
Khanmigo Addendum

Set forth below is the Khanmigo Addendum ("**Addendum**") made between Khan Academy and Customer. This Addendum governs the use of certain new features, technologies, or services in development ("beta" previews or otherwise experimental prototypes) of Khan Academy's artificial intelligence ("**AI**") enabled learning guide and AI-enabled learning activities ("**Khanmigo**"). Terms used but not defined herein have the meanings assigned in the agreement currently in effect governing your subscription for the Khan Academy District service ("**Customer Agreement**").

1. Khanmigo.

1.1 Purpose. Customer understands and acknowledges that Customer will have access to Khanmigo, a Beta, in conjunction with the Khan Academy District service. Customer acknowledges that access to Khanmigo is being offered as a Beta to enable Khan Academy to test, evaluate, modify and improve AI-enabled features and their classroom applications, including by collecting Customer feedback on Khanmigo.

1.2 Customer Participation. In connection with Khanmigo, Customer, and Customer's School Personnel and Students authorized and registered for Khanmigo for Districts (referred to as "**Khanmigo Authorized Users**") will participate in Khanmigo Authorized User testing activities led by members of Khan Academy's product design team ("**Khanmigo Authorized User Experience Feedback**"). Customer, at Khan Academy's request, will: (i) identify specific Khanmigo Authorized Users for participation in the feedback program ("**Participants**"), and connect the applicable Khan Academy contact person with these Participants; (ii) collaborate with Khan Academy to communicate with the Participants about the expectations and benefits of Khanmigo for Districts and Khanmigo Authorized User Experience Feedback, including interviews with Participants, classroom observations, surveys, and testing sessions for new features; (iii) identify a cohort of School Personnel to participate in monthly virtual conversations; (iv) participate in user experience surveys to be filled out by both Students and School Personnel (at least two for Students and four for School Personnel); and (v) coordinate with Khan Academy to enable classroom observations by Khan Academy personnel at least twice per school year. Such classroom observations will be in person or virtual, depending upon the needs of Customer and Khan Academy.

1.3 Token Limits. Customer acknowledges that: (i) each Khanmigo Authorized User is subject to individual daily limits for tokens ("**Daily Individual Allocation**"); (ii) Khanmigo for Districts token usage (and access to Khanmigo for Districts) is subject to the Daily Individual Allocations; (iii) the Daily Individual Allocations expire daily; and (iv) Khan Academy may throttle usage of tokens by Customer or its Khanmigo Authorized Users to prevent depletion of Daily Individual Allocations, or as otherwise needed to manage spikes (also referred to as bursts) or other events impacting performance, capacity, safety, or security.

2. School Access.

2.1 Eligible Accounts. Khanmigo will be enabled on certain accounts for School Personnel and, if eligible, Students that are included in current subscriptions for the Khan Academy District service. Use of Khanmigo is

governed by the Customer Agreement and this Addendum.

2.2 Access to Khanmigo. Khan Academy will provide access to Khanmigo at Customer's direction and in accordance with its instructions. Customer shall specify the School Personnel (and, if Students are included, the Students and classes) who are Khanmigo Authorized Users.

2.3 Management of User Accounts. For Khanmigo Authorized User Accounts, (i) you will first roster Students and School Personnel for the Khan Academy District service through the Rostering Service to set up the School Accounts; (ii) you will identify a specific individual responsible for Khanmigo for Districts implementation and overall rostering maintenance ("**Implementation Lead**"); (iii) subject to the Khanmigo for Districts Account Terms in the Customer Agreement, you will then provide Khan Academy with a list of your Khanmigo Authorized Users eligible for Khanmigo for Districts, where any Student Account with Khanmigo for Districts enabled will also identify the corresponding teacher that has Khanmigo for Districts enabled ("**Identified Khanmigo Users**"); and in the absence of a list provided, all rostered accounts will be enabled with Khanmigo; (iv) Khan Academy will then activate those accounts by acting on your instructions for Identified Khanmigo Users; (v) you will timely validate proper activation; and (vi) throughout the Term, you will ensure that all Students with Khanmigo for Districts - Student Tutor have a teacher with Khanmigo for Districts - Teaching Assistant. For the allocation of Admin Accounts, Customer may determine whether to allocate to a school administrator or district administrator. If Customer wishes to obtain additional seats for administrators, then such additional seats will need to be licensed Khanmigo for Districts - Teaching Assistant Khanmigo Authorized User accounts.

3. Use of Khanmigo for Districts.

3.1 Student Use and Oversight. School Personnel whose students have Student Accounts which include access to Khanmigo for Districts are responsible for educating such students on responsible use of Khanmigo for Districts, including Prohibited Conduct, refraining from submitting any personally identifiable information in Input submitted to Khanmigo for Districts, and avoidance of plagiarism. You have the obligation to monitor and approve the use of Khanmigo for Districts for Student users, and we strongly recommend adult oversight. In all instances, you will ensure that all Student Accounts with access to Khanmigo for Districts have a teacher with Khanmigo for Districts - Teaching Assistant. In other words, Customer cannot have Khanmigo for Districts - Student Tutor without implementing Khanmigo for Districts - Teaching Assistant, and all students accessing Khanmigo for Districts need to have a teacher with Khanmigo for Districts - Teaching Assistant.

Attachment 3
Learning Paths Addendum

Set forth below is the Learning Paths Addendum ("**Addendum**") made between Khan Academy and Customer. This Addendum governs the access to and use of Learning Paths for the Khan Academy District service ("**Learning Paths**"). Learning Paths is a supplemental Khan Academy District service that provides personalized learning plans for students enrolled in Khan Academy math subjects. Terms used but not defined herein have the meanings assigned in the agreement currently in effect governing your subscription for the Khan Academy District service ("**Customer Agreement**").

1. Implementation. Customer acknowledges that for Learning Paths, Customer will need to: (i) use Clever for rostering Khan Academy services; (ii) be a MAP Growth customer of NWEA, a division of Houghton Mifflin Harcourt Publishing Company (HMH); (iii) use Clever for rostering their MAP Growth students; (iv) ensure that the Clever rostering provided to Khan Academy is consistent with (and maps to) the Clever rostering provided to NWEA for MAP Growth; (v) go into Customer's NWEA account settings for Instructional Connections in MAP Growth and enable "Manage Data Partners" for Khan Academy for the appropriate schools and grades; and (vi) notify Khan Academy that "Manage Data Partners" is enabled and validate that their users are properly set up for Learning Paths. For clarity, Learning Paths are only available for math subjects. To the extent there are any discrepancies or clarifications needed, Customer will timely partner with Khan Academy to address the implementation and ongoing maintenance of Learning Paths. Only students enrolled in the Khan Academy District service can receive Learning Paths. Therefore, the number of students enrolled to receive Learning Paths must be the same, or less than, the number of students enrolled in the Khan Academy District service. For example, if 20,000 students are enrolled in the Khan Academy District service, a maximum of those 20,000 students can receive Learning Paths.

2. Dependency on NWEA. Customer acknowledges that Learning Paths is dependent upon NWEA maintaining its Instructional Connections platform so that Khan Academy may receive the MAP Growth data. If NWEA decides to terminate its Instructional Connections platform or otherwise inhibit the existing transmission of MAP Growth data for Learning Paths, then Khan Academy will not be able to provide Learning Paths. To the extent that the relevant MAP Growth data has not been received from NWEA's Instructional Connections platform prior to the creation of personalized learning plans for students, then Learning Paths will not be provided to Customer.

3. Disclaimer of Dependency on NWEA. Khan Academy does not commit to maintaining Learning Paths, or any specific features thereof. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT KHAN ACADEMY MAY TERMINATE THIS LEARNING PATHS ADDENDUM (AND CORRESPONDING LEARNING PATHS LICENSES) IF KHAN ACADEMY NO LONGER HAS ACCESS TO THE INSTRUCTIONAL CONNECTIONS PLATFORM OR NWEA MODIFIES THE INSTRUCTIONAL CONNECTIONS PLATFORM.

4. Research. Unless Customer notifies us otherwise, Customer MAP Growth scores and associated demographic data along with district and educator information ("**Learning Paths Data**") may be used for educational research and efficacy studies (collectively "**Educational Research**"). Demographic data means gender, ethnicity, race, and eligibility for special programs (e.g., Free/Reduced Lunch, English Language Learner, and Special Education). District and educator information means Educator NWEA ID number, Class Name, Class Subject, School NWEA Number, District Name, District NWEA ID, NCES ID, and State Name. Customer authorizes the provision of Customer demographic data from NWEA to Khan Academy. Customer's permissions and obligations expressed in this Addendum survive the termination of the Customer Agreement. If Khan Academy receives Customer's written request to opt out of participation in Educational Research, Khan Academy will exclude Customer's Learning Paths Data in Educational Research. Customer's written request must be sent via email to efficacy@khanacademy.org with the subject line of "Research Opt Out: <Insert Entity Name>" and include the following: (i) requestor's name, title and contact information; (ii) name of requesting school with NCES number; (iii) request to exclude participation in Educational Research; and (iv) attestation that the requester is duly authorized and has legal capacity to execute the request.

Attachment 4
Customer Commitments

Customer Role	Description
Data Validation	Customer will be responsible for setting up (and maintaining) the Clever or ClassLink roles, as applicable. The implementation of the District Service is dependent upon Customer's management of Clever or ClassLink, as applicable. Customer will share the required data with Khan Academy. Customer will be responsible for communicating internally which district users and classes should be included in the Clever or ClassLink roster data based on the service agreement. Customer will monitor and stay within the purchased licenses. If using Learning Paths, the customer will meet the technical requirements for Learning Paths so that student RIT scores sync with student accounts. Classrooms will be rostered before the Professional Learning, so that teachers, administrators, and other School Personnel are able to properly engage in the training. Customer will provide district users with access to Clever or ClassLink Single Sign On for account log-in. All student and School Personnel accounts need to be rostered and activated within 2 weeks of signing the Order Form (and in any event no later than March 21, 2025).
Issue Management	Customer will provide timely notice of any potential issues, regarding data, access, or otherwise and provide reasonably sufficient details from which to identify and remediate any such issues. Each school site shall provide the relevant information to address potential bugs as detailed in https://support.khanacademy.org/hc/en-us/sections/360014029731-Submitting-a-Bug-Report-to-Khan-Academy-Support.
Knowledgeable Resources	Customer will be responsible for resolving all questions, incidents, and problems that are not related to use of the Approved Products, such as policy-related questions. Each school site implementing the Services is responsible for ensuring the school's technology supports the minimum requirements https://support.khanacademy.org/hc/en-us/articles/360048672692-What-devices-and-specifications-work-best-with-Khan-Academy-Districts.
Goals and implementation fidelity	The district will establish clear goals for platform usage and learning outcomes, actively monitor their data to ensure the program is being implemented to achieve those goals, and communicate these goals and expectations to all staff. To achieve these goals aligned with Khan Academy's efficacious usage recommendations, classrooms will dedicate a minimum of 30-60 minutes a week with Khanmigo usage. If the district is not on track to meet its objectives, administrators will collaborate proactively with our staff to design and implement effective solutions.

	Similarly, the district will: (a) establish clear goals for student usage; and (b) ensure that their students engage in at least 5 Khanmigo activities within 6 weeks of signing the Order Form (and in any event no later than April 30, 2025).
Coordination for PL	Professional learning will be allotted based on number of licenses in the district. If provided with virtual or in-person professional learning, customer will provide facilities and equipment (e.g., computers with Internet connection, and projectors) to the extent Vendor offers onsite Professional Learning. Customer staff will assist Vendor in coordinating Professional Learning workshops (whether onsite or virtual). Coordination includes scheduling events, communication with workshop participants, meal planning, distributing pre workshop materials, tracking participant attendance. Customer will provide a minimum of four weeks notice for in-person professional learning sessions (where available) and a minimum of two weeks notice for virtual professional learning sessions.
Teacher Advocates	The customer will establish a teacher leader program to support the implementation of the District Service. Teacher leaders will assist in addressing questions from educators and ensure that classroom time is allocated for effective use of the District Service.
Project Manager	Customer will designate a project manager responsible for working with the Vendor Account Manager and Professional Learning team; participating in the regularly scheduled reviews with the Vendor Account Manager; reviewing data toward goals; modifying incorrect student and School Personnel information and adding any missing information; serving as the primary point of contact for the Vendor regarding the District Service; and participating in product training sessions. Customer will validate that Lastinger Center has access as an Administrator within 2 weeks of executing the Order Form and will ensure that Lastinger Center maintains access through the term of the Order Form.
Decision Makers	Customer agrees to maintain their organization's readiness, resource availability, and communication for decisions and issues in a manner to accommodate and not hinder the project. This includes availability from the role-type decision makers so that the District Service may be timely implemented.