

Invoice

Date and Time: 2023-02-21 18:46:57



Vendor:
QuaverEd, Inc.
65 Music Square West
Nashville, TN 37203

Phone: 1-866-917-3633
Fax: 615-320-3274
Email:
orders@quavermusic.com

Bill To:

Customer PO Number: January 2023 Import
Replacing Order32019
Type: District

Ship To:

Ship to individual
address' below.

Address:
ESCAMBIA
Attn: Angela Barberi
75 North Pace Blvd.
Pensacola FL

Phone:
Email: abarberi@ecsdfl.us

Ship To:

Type: School
Access Code: pending

Address:
BELLVIEW ELEMENTARY SCHOOL
Attn: QuaverEd Customer
4425 Bellview Ave
Pensacola FL 32526-1115

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
BLUE ANGELS ELEMENTARY SCHOOL
Attn: QuaverEd Customer
1551 Dog Track Rd
Pensacola FL 32506-8285

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
BRATT ELEMENTARY SCHOOL
Attn: QuaverEd Customer
5721 Highway 99
Century FL 32535-3125

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
C. A. WEIS ELEMENTARY SCHOOL
Attn: QuaverEd Customer
2701 N Q St
Pensacola FL 32505-5615

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
CORDOVA PARK EL
Attn: QuaverEd Customer
2250 SEMUR RD
PENSACOLA FL 32503-3467

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
ENSLEY ELEMENTARY SCHOOL
Attn: QuaverEd Customer
501 E Johnson Ave
Pensacola FL 32514-3428

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
GLOBAL LEARNING ACADEMY
Attn: QuaverEd Customer
100 North P Street
Pensacola FL 32505

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
JIM ALLEN ELEMENTARY SCHOOL
Attn: QuaverEd Customer
1051 N Highway 95a
Cantonment FL 32533-9306

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
KINGSFIELD EL
Attn: QuaverEd Customer
900 W KINGSFIELD RD
CANTONMENT FL 23533

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
LINCOLN PARK ELEMENTARY SCHOOL
Attn: QuaverEd Customer
7600 Kershaw St
Pensacola FL 32534-4232

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
LONGLEAF ES
Attn: QuaverEd Customer
2600 LONGLEAF DR
PENSACOLA FL 32526-8926

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
MCARTHUR ES
Attn: QuaverEd Customer
330 E TEN MILE RD
PENSACOLA FL 32503-6476

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
MOLINO PARK ELEMENTARY
Attn: QuaverEd Customer
899 Florida 97
Molino FL 32577-5018

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Phone:
Email: tba

Ship To:

Type: School
Access Code: pending

Address:
MONTCLAIR ELEMENTARY SCHOOL
Attn: QuaverEd Customer
820 Massachusetts Ave
Pensacola FL 32505-3927

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
MYRTLE GROVE ELEMENTARY SCHOOL
Attn: QuaverEd Customer
6115 Lillian Hwy
Pensacola FL 32506-3919

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
NAVY POINT ES
Attn: QuaverEd Customer
1321 PATTON DR
PENSACOLA FL 32507-1977

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
OAKCREST ELEMENTARY SCHOOL
Attn: QuaverEd Customer
1820 Hollywood Ave
Pensacola FL 32505-5342

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
PINE MEADOW EL
Attn: QuaverEd Customer
10001 OMAR AVE

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

PENSACOLA FL 32534-1126

Phone:
Email: tba

Ship To:

Type: School
Access Code: pending

Address:
REINHERDT HOLM ELEMENTARY SCHOOL
Attn: QuaverEd Customer
6101 Lanier Dr
Pensacola FL 32504-8016

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
SCENIC HEIGHTS ES
Attn: QuaverEd Customer
3801 CHERRY LAUREL DR
PENSACOLA FL 32504-7522

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
SEMMES ES
Attn: QuaverEd Customer
1250 E TEXAS DR
PENSACOLA FL 32503-4053

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
SHERWOOD EL
Attn: QuaverEd Customer
501 CHEROKEE TR
PENSACOLA FL 32506-3519

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Ship To:

Type: School
Access Code: pending

Address:
WARRINGTON ES

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Attn: QuaverEd Customer
220 N NAVY BLVD
PENSACOLA FL 32507-2006

Phone:
Email: tba

Ship To:

Type: School
Access Code: pending

Address:
WEST PENSACOLA ES
Attn: QuaverEd Customer
801 N 49TH AVE
PENSACOLA FL 32506-4835

Phone:
Email: tba

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

PACKTO COUNT: 24 / ADDITIONAL USER CODES: 0

Order Summary and Totals:

Code	Item	Quantity	Price	Totals
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	24	\$280.00	\$6,720.00
			SUB TOTAL:	\$6,720.00
			SALES TAX:	\$0.00
			S&H:	\$0.00
Looking Forward To Your Order! (Price quote good for 90 days)			GRAND TOTAL:	\$6,720.00

Invoice

Invoice Number: 39205-1

Order Number: 39205

Order Date: Jul 29, 2022

Terms: Net 60 (1.5% Late Fee)



INVOICE ISSUED: Jul 29, 2022

DUE DATE: Sep 27, 2022

AMOUNT DUE: \$201,600.00

Send Payment To:

QuaverEd, Inc.
65 Music Square West
Nashville, TN 37203

EIN: 20-5213337
Phone: 1-866-917-3633
Fax: 615-320-3274
Email: AR@QuaverEd.com

Bill To:

Customer PO Number: 5842300004

Address:

ESCAMBIA
Attn: Stephanie Corsair
75 North Pace Blvd.
Pensacola, FL

Phone:

Email: SCorsair@ecsdfl.us

Primary Licensee:

Access Code: 934V7G

Address:

BELVIEW ELEMENTARY SCHOOL
Attn: QuaverEd Customer
4425 Bellview Ave
Pensacola FL 32526-1115

Phone:

Email: tba

Additional Licensees:

- 1 - Joshua Bledsoe jbledsoe@ecsdfl.us 934V7G
- 2 - Bellview ES Sub BellviewsSub@g.com TYGE9R

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 657JF5

Address:

BEULAH ES
Attn: QuaverEd Customer
6201 HELMS RD
PENSACOLA FL 32503-6476

Phone:

Email: tba

Additional Licensees:

- 1 - Jamie Broxson jbroxson@ecsdfl.us 657JF5
- 2 - Kim Gandrup kgandrup1@ecsdfl.us E89NPL
- 3 - Erin Nolan enolan@ecsdfl.us DN3YS8

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 3VGJAU

Address:

BLUE ANGELS ELEMENTARY SCHOOL
Attn: QuaverEd Customer
1551 Dog Track Rd
Pensacola FL 32506-8285

Phone:

Email: tba

Additional Licensees:

- 1 - Lisa Jones ljones12@ecsdfl.us 3VGJAU
- 2 - Jarret Watkins jwatkins@ecsdfl.us CRB743

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 6R94MZ

Address:

BRATT ELEMENTARY SCHOOL
Attn: QuaverEd Customer
5721 Highway 99
Century FL 32535-3125

Phone:

Email: tba

Additional Licensees:

- 1 - Genia Bashore gbashore@ecsdfl.us 6R94MZ
2 - Megan Cook (Brown) mbrown5@ecsdfl.us 97E769

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: HBN2PJ

Address:

BRENTWOOD ELEMENTARY SCHOOL
Attn: QuaverEd Customer
4820 N Palafox St
Pensacola FL 32505-2908

Phone:

Email: tba

Additional Licensees:

- 1 - Savannah Tims stims@ecsdfl.us HBN2PJ

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: NAPNP3

Address:

C. A. WEIS ELEMENTARY SCHOOL
Attn: QuaverEd Customer
2701 N Q St
Pensacola FL 32505-5615

Phone:

Email: tba

Additional Licensees:

- 1 - Candy Zolonski czolonski@ecsdfl.us NAPNP3

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: WEZK75

Address:

CORDOVA PARK EL
Attn: QuaverEd Customer
2250 SEMUR RD
PENSACOLA FL 32503-3467

Phone:

Email: tba

Additional Licensees:

- 1 - Hannah Moore hmoore@ecsdfl.us WEZK75
2 - Maggie Frisancho mfrisancho@ecsdfl.us HJQBMZ

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: F9TR62

Address:

ENSLEY ELEMENTARY SCHOOL
Attn: QuaverEd Customer
501 E Johnson Ave
Pensacola FL 32514-3428

Phone:

Email: tba

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Additional Licensees:

1 - Malinda Hawks mhawks@ecsdfl.us F9TR62

Primary Licensee:

Access Code: AYGUKP

Address:

ESCAMBIA WESTGATE CENTER
Attn: QuaverEd Customer
10050 Ashton Brosnahan Rd
Pensacola FL 32534-9727

Phone:

Email: tba

Additional Licensees:

1 - Patricia Lutrick plutrick@ecsdfl.us AYGUKP

2 - Kyung Woo kyungwoo@ecsdfl.us G4Q9JB

3 - Jacob Charles jcharles@ecsdfl.us 79P5Q3

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: FG626N

Address:

FERRY PASS EL
Attn: QuaverEd Customer
8310 N DAVIS HWY
PENSACOLA FL 32514-6047

Phone:

Email: tba

Additional Licensees:

1 - Patricia Lutrick plutrick@ecsdfl.us FG626N

2 - Cathy Melton cmelton@ecsdfl.us P22G26

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: AZ66HM

Address:

GLOBAL LEARNING ACADEMY
Attn: QuaverEd Customer
100 North P Street
Pensacola FL 32505

Phone:

Email: tba

Additional Licensees:

1 - Olivia Brown obrown@ecsdfl.us AZ66HM

2 - LUCIA SWARTS lswarts@ecsdfl.us H7BVLX

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 2RMQ2D

Address:

HELLEN CARO ELEMENTARY SCHOOL
Attn: QuaverEd Customer
12551 Meadson Rd
Pensacola FL 32506-8143

Phone:

Email: tba

Additional Licensees:

1 - Andrea Daudelin adaudelin@ecsdfl.us 2RMQ2D

2 - Josh Kaye jkaye@ecsdfl.us 7PDJB4

3 - Andrea Daudelin adaudelin@ecsdfl.us P65JGR

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 7KE3VU

Address:

JIM ALLEN ELEMENTARY SCHOOL
Attn: QuaverEd Customer
1051 N Highway 95a
Cantonment FL 32533-9306

Phone:

Email: tba

Additional Licensees:

- 1 - Victoria Adamenko vadamenko@ecsdfl.us 7KE3VU
- 2 - Gregory Sexton gsexton@ecsdfl.us ABNBC2

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 8TFWAC

Address:

KINGSFIELD EL
Attn: QuaverEd Customer
900 W KINGSFIELD RD
CANTONMENT FL 32533

Phone:

Email: tba

Additional Licensees:

- 1 - Amy Maddox amaddox@ecsdfl.us 8TFWAC
- 2 - Angela Sullis asullis@ecsdfl.us B6W2U6
- 3 - Amy Maddox amaddox@ecsdfl.us 9RBW76
- 4 - Sarah Cagle scagle2@ecsdfl.us 2KWTXP

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: Z24243

Address:

LINCOLN PARK ELEMENTARY SCHOOL
Attn: QuaverEd Customer
7600 Kershaw St
Pensacola FL 32534-4232

Phone:

Email: tba

Additional Licensees:

- 1 - Yexania Santiago-Montes ysantiagomontes@ecsdfl.us Z24243

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 4462M5

Address:

LONGLEAF ES
Attn: QuaverEd Customer
2600 LONGLEAF DR
PENSACOLA FL 32526-8926

Phone:

Email: tba

Additional Licensees:

- 1 - Sharon Godwin sgodwin@ecsdfl.us 4462M5
- 2 - SUSAN CROOKE Scrooke@ecsdfl.us 7LQL2R

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: JH425R

Address:

MCARTHUR ES
Attn: QuaverEd Customer
330 E TEN MILE RD

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

PENSACOLA FL 32503-6476

Phone:

Email: tba

Additional Licensees:

1 - Rachel Odom rodor@ecsdfl.us JH425R

2 - Sophie Spina sspina@ecsdfl.us QV7HJG

Primary Licensee:

Access Code: KQ4TV2

Address:

MOLINO PARK ELEMENTARY
Attn: QuaverEd Customer
899 Florida 97
Molino FL 32577-5018

Phone:

Email: tba

Additional Licensees:

1 - Victoria Pollock vpollock@ecsdfl.us KQ4TV2

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 82D56Z

Address:

MONTCLAIR ELEMENTARY SCHOOL
Attn: QuaverEd Customer
820 Massachusetts Ave
Pensacola FL 32505-3927

Phone:

Email: tba

Additional Licensees:

1 - Sasha Gentry sgentry@ecsdfl.us 82D56Z

2 - Adam Buck ABuck@ecsdfl.us 26V4QG

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code:

Address:

MYRTLE GROVE ELEMENTARY SCHOOL
Attn: QuaverEd Customer
6115 Lillian Hwy
Pensacola FL 32506-3919

Phone:

Email: tba

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 787KZ3

Address:

N. B. COOK ELEMENTARY SCHOOL
Attn: QuaverEd Customer
1310 N 12th Ave
Pensacola FL 32503-6006

Phone:

Email: tba

Additional Licensees:

1 - Nora Bleam nbleam@ecsdfl.us 787KZ3

2 - Hayley Earle hearle@ecsdfl.us PK356K

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: ZA953G

Address:

NAVY POINT ES
Attn: QuaverEd Customer

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

1321 PATTON DR
PENSACOLA FL 32507-1977

Phone:

Email: tba

Additional Licensees:

1 - Elizabeth Dupont edupont@ecsdfl.us ZA953G

Primary Licensee:

Access Code: ZDZ5FB

Address:

OAKCREST ELEMENTARY SCHOOL
Attn: QuaverEd Customer
1820 Hollywood Ave
Pensacola FL 32505-5342

Phone:

Email: tba

Additional Licensees:

1 - Myles Harvey mharvey@ecsdfl.us ZDZ5FB

2 - Sevelina Twining stwining@ecsdfl.us DS2YGZ

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 7TJXR8

Address:

PINE MEADOW EL
Attn: QuaverEd Customer
10001 OMAR AVE
PENSACOLA FL 32534-1126

Phone:

Email: tba

Additional Licensees:

1 - Barbara Guarino bguarino@ecsdfl.us 7TJXR8

2 - Stephanie Odom sodom@ecsdfl.us D5WT73

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: N4G3EN

Address:

R. C. LIPSCOMB ELEMENTARY SCHOOL
Attn: QuaverEd Customer
10200 Ashton Brosnham Rd
Pensacola FL 32534-9764

Phone:

Email: tba

Additional Licensees:

1 - Neal Passmore npassmore@ecsdfl.us N4G3EN

2 - Brenda Rahmlow brahmlow@ecsdfl.us MMNV5W

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: Z3QVBP

Address:

REINHERDT HOLM ELEMENTARY SCHOOL
Attn: QuaverEd Customer
6101 Lanier Dr
Pensacola FL 32504-8016

Phone:

Email: tba

Additional Licensees:

1 - Jessica Rigdon jrigdon1@ecsdfl.us Z3QVBP

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 7RRN4X

Address:

SCENIC HEIGHTS ES
Attn: QuaverEd Customer
3801 CHERRY LAUREL DR
PENSACOLA FL 32504-7522

Phone:

Email: tba

Additional Licensees:

1 - Rebecca Austin raustin@ecsdfl.us 7RRN4X

2 - Tina Nutt tnutt@ecsdfl.us 9777R4

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 8VE7K8

Address:

SEMMES ES
Attn: QuaverEd Customer
1250 E TEXAS DR
PENSACOLA FL 32503-4053

Phone:

Email: tba

Additional Licensees:

1 - Langley Williams lwilliams2@ecsdfl.us 8VE7K8

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: R55WZA

Address:

SHERWOOD EL
Attn: QuaverEd Customer
501 CHEROKEE TR
PENSACOLA FL 32506-3519

Phone:

Email: tba

Additional Licensees:

1 - Ethan Millet emillet@ecsdfl.us R55WZA

2 - Zenda Swearingin zswearingin@ecsdfl.us WDQ2Q4

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 6XLF99

Address:

SUTER ES
Attn: QuaverEd Customer
501 PICKENS AVE
PENSACOLA FL 32503-6476

Phone:

Email: tba

Additional Licensees:

1 - Lauren Wert lWert@ecsdfl.us 6XLF99

2 - Russell Bertles rbertles1@ecsdfl.us 926384

3 - Katherine Berry kberry1@ecsdfl.us L633L9

4 - Cindy Dowd cdowd@ecsdfl.us 4KDZZ2

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: 66XHH6

Address:

WARRINGTON ES
Attn: QuaverEd Customer
220 N NAVY BLVD
PENSACOLA FL 32507-2006

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Phone:
Email: tba
Additional Licensees:

1 - Leah Duff lduff@ecsdfl.us 66XHH6

Primary Licensee:

Access Code: AQBLEK

Address:
WEST PENSACOLA ES
Attn: QuaverEd Customer
801 N 49TH AVE
PENSACOLA FL 32506-4835

Phone:
Email: tba
Additional Licensees:

1 - Kyle Kaye kkaye@ecsdfl.us AQBLEK

2 - Kyle Kaye kkaye@ecsdfl.us Z5WV33

Items:

Code	Title	Quantity
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	1

Licensed From: 07/01/2022 To: 07/01/2025

Primary Licensee:

Access Code: CH6GGL

Address:
SUTER ES
Attn: Katherine Olson
501 PICKENS AVE
PENSACOLA FL 32503-6476

Phone: 2166593795
Email: kolson@ecsdfl.us

Items:

Code	Title	Quantity
SELK5-03-01s	Quaver's SEL Resources - Grades K-5, 3-year license (SUPERVISOR)	1

Licensed From: 07/01/2022 To: 07/01/2025

Summary and Totals:

Code	Item	Quantity	Price	Totals
SELK5-03-01d	Quaver's SEL Resources - Grades K-5, 3-year license (6 seats per license)	32	6,300.00	201,600.00
SELK5-03-01s	Quaver's SEL Resources - Grades K-5, 3-year license (SUPERVISOR)	1	0.00	0.00
TRN-CI-VR-00d	Live Virtual Training Check-In (up to 1 hour)	1	0.00	0.00
TRN-HD-VR-00d	Live Virtual Training Workshop (up to 2 hours)	1	0.00	0.00
TRN-PD-00d	Professional Development - On-Demand Video Training Courses - Available 24/7	1	0.00	0.00

SUB TOTAL: 201,600.00

SALES TAX: 0.00

ORDER TOTAL: 201,600.00

This Invoice:

INVOICE TOTAL DUE: 201,600.00

INVOICE BALANCE DUE: \$201,600.00

Thanks so much for your order! By paying this invoice, you're also agreeing to our terms and conditions, which you can review here: [Quaver Terms and Conditions](#)

Please let us know if you have any issues or questions.



To whom it may concern,

Our records indicate that invoice 39205-1, for QuaverEd resources is
late.

**Please be advised that failure to pay this invoice by December 1, 2022 may result
in termination of service, and may prevent future access.**

To send payment by mail, please reference your invoice number and send to:

**QuaverEd
65 Music Square West
Nashville, TN 37203**

To pay over the phone, please call 866-917-3633, or 615-922-2018.

We would appreciate your prompt payment of this invoice. If you have questions about this invoice or are in need of further assistance, please email ar@quavered.com or call us at: 615-922-2018.

ESCAMBA CO SCHOOL DIST
ACCOUNTING OPERATIONS

NOV 14

RECEIVED



Invoice

Invoice Number: **54885-1**

Order ID: **54885**

Order Date: **09/03/2024**

License Start Date: **07/01/2024**

Invoice Issued: **09/03/2024**

Due Date: **11/02/2024**

Amount Due: **\$520.00**

Billed To:

Paula Pierce
75 NORTH PACE BLVD.
PENSACOLA, FL
32505

Purchase Order Number:

6332500031

Send Payment To:

QuaverEd, Inc.
65 Music Square West
Nashville, TN 37203

Phone: 1-866-917-3633

Fax: 615-320-3274

Email: ar@quavered.com

EIN: 20-5213337

Products

SKU	Description	Quantity	Unit Price	Line Price
QG6-01-FLa	6th Grade Quaver Music Resources - FLORIDA, 1-Year License	2	\$260.00	\$520.00
TRN-PD-00d	Professional Development - On-Demand Video Training Courses - Available 24/7	1	\$0.00	\$0.00

Subtotal: **\$520.00**

Additional Discounts: **\$0.00**

Sales Tax: **\$0.00**

Grand Total: **\$520.00**

Balance

Order Balance: **\$520.00**

If you would like to pay this invoice with a credit card, please [click here](#).

*Credit card orders over \$10,000 may be subject to a 3% processing fee.

Thank you for your order! By paying this invoice, you're also agreeing to our terms and conditions, which you can review here:

[Quaver Terms and Conditions](#)



Invoice

Invoice Number: **55664-1**

Order ID: **55664**

Order Date: **12/31/2024**

License Start Date: **01/01/2025**

Invoice Issued: **12/31/2024**

Due Date: **03/01/2025**

Amount Invoiced: **\$77,220.00**

Customer:

ESCAMBIA

75 North Pace Blvd.

Pensacola, FL

Billed To:

Barbie Spears

75 NORTH PACE BLVD

PENSACOLA, FL

32505

US

bspears@ecsdfi.us

Purchase Order Number:

6512500053

Send Payment To:

QuaverEd, Inc.

65 Music Square West

Nashville, TN 37203

Phone: 1-866-917-3633

Fax: 615-320-3274

Email: ar@quavered.com

EIN: 20-5213337

Products

SKU	Description	Quantity	Unit Price	Line Price
QK5-02-FLa	Quaver Music Resources K-5 - FLORIDA, 2-Year License	33	\$3,120.00	\$102,960.00
QK5-02-FLs	Quaver Music Resources K-5 - FLORIDA, SUPERVISOR, 2-Year License	2	\$0.00	\$0.00
TRN-PD-00d	Professional Development - On-Demand Video Training Courses - Available 24/7	1	\$0.00	\$0.00
TRN-CI-VR-00d	Live Virtual Training Check-In (up to 1 hour)	1	\$0.00	\$0.00
TRN-HD-VR-00d	Live Virtual Training Workshop (up to 2 hours)	1	\$0.00	\$0.00

Subtotal: **\$102,960.00**

Additional Discounts: **\$25,740.00**

Sales Tax: **\$0.00**

Grand Total: **\$77,220.00**

Balance

Amount Due: **\$77,220.00**

*Credit card orders over \$10,000 may be subject to a 3% processing fee.

Thank you for your order! By paying this invoice, you're also agreeing to our terms and conditions, which you can review here:

[Quaver Terms and Conditions](#)



Linton, Ginger <glinton@ecsdfl.us>

Your QuaverEd Invoice

1 message

ar@quavered.com <ar@quavered.com>
To: "glinton@ecsdfl.us" <glinton@ecsdfl.us>

Wed, Feb 12, 2025 at 10:40 AM



Thank you for your recent Quaver purchase!

To view your invoice, please click here: **Invoice 56040-1**

To send payment by mail, please reference your invoice number and send payment to:

QuaverEd, Inc
65 Music Square West
Nashville, TN 37203

Orders under \$10,000 will display an additional option on the invoice to pay by credit card.

If you have any questions about access, please click here to contact our Customer Support Team.

A note to our returning customers: As we expand our program offerings to support more teachers and students, we have adopted a new name: QuaverEd. Please note our name, address, and EIN change in your enclosed invoice. You can respond to this email to request a copy of our W-9 with our updated EIN for your records.

If you have questions about this invoice or are in need of further assistance, please respond to this email or call us at: 615-922-2018.



Invoice

Invoice Number: **56040-1**
Order ID: **56040**
Order Date: **02/12/2025**
License Start Date: **01/01/2025**

Invoice Issued: **02/12/2025**
Due Date: **04/13/2025**
Amount Invoiced: **\$395.00**

Customer:

ESCAMBIA
75 North Pace Blvd.
Pensacola, FL

Billed To:

Ginger Linton
75 North Pace Blvd.
Pensacola, FL
32505
US
glinton@ecsdfi.us

Purchase Order Number:

1002500016

Send Payment To:

QuaverEd, Inc.
65 Music Square West
Nashville, TN 37203

Phone: 1-866-917-3633
Fax: 615-320-3274
Email: ar@quavered.com
EIN: 20-5213337

Products

SKU	Description	Quantity	Unit Price	Line Price
QCIMK-01-MCi	Quaver Careers In Music - Keyboard (Music Customer)	1	\$395.00	\$395.00
TRN-PD-00d	Professional Development - On-Demand Video Training Courses - Available 24/7	1	\$0.00	\$0.00

Subtotal: **\$395.00**

Additional Discounts: **\$0.00**

Sales Tax: **\$0.00**

Grand Total: **\$395.00**

Balance

Amount Due: **\$395.00**

If you would like to pay this invoice with a credit card, please [click here](#).

*Credit card orders over \$10,000 may be subject to a 3% processing fee.

Thank you for your order! By paying this invoice, you're also agreeing to our terms and conditions, which you can review here:

[Quaver Terms and Conditions](#)

The QuaverEd Team



Thank you for being a QuaverEd customer. We appreciate your business.

If you feel you have reached this message in error, please feel free to email us at AR@QuaverEd.com and we will be happy to assist you.

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QuaverEd_Invoice.pdf

449K



Invoice

Date: February 9, 2023

Ref: Escambia County Schools – 1 Year License

Item Description:	Qty	Unit Cost	Amount
A. Curriculum License Bundles:			
QuaverMusic PreK Curriculum, 1-Year License	8	\$280	\$2,240
Licenses Additionally Include:			
Quarterly Content Updates			Included
Student Accounts for Licensed Schools			Unlimited
On-Demand Video Training Courses- Available 24/7			Included
Rostering/SSO Integration *for Supported Platforms			Included
TOTAL COST			\$2,240

Contact: Khalid Daniels, Khalid@QuaverEd.com

Invoice

Invoice Number: 42539-1

Order Number: 42539

Order Date: Oct 20, 2022

Terms: Net 60 (1.5% Late Fee)

Send Payment To:

QuaverEd, Inc.
65 Music Square
West
Nashville, TN 37203

EIN: 20-5213337

Phone: 1-866-917-3633

Fax: 615-320-3274

Email: AR@QuaverEd.com



INVOICE ISSUED: Oct 20, 2022

DUE DATE: Dec 19, 2022

AMOUNT DUE: \$280.00

Bill To:

Customer PO Number: Credit Card
Purchase

Address:

ESCAMBIA
Attn: Michelle White
2005 N 6th Ave
Pensacola, FL US

Phone:

Email: mwhite5@ecsdfl.us

Ship To:

Ship to individual address(es)
below.

Authorized License Administrator:

Name: Angela Barberi

Email: ABarberi@ecsdfl.us

License Starts: 07/01/2022

Primary Licensee:

QuaverCode: **HRXL54**

Site License For:

BRENTWOOD ELEMENTARY SCHOOL
Attn: Savannah Tims
4820 N Palafox St
Pensacola FL 32505-2908

Items:

Code	Title	Quantity
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1

Licensed From: 07/01/2022 **To:** 07/01/2023

Phone:

Email: stims@ecsdfl.us

Additional Known Licensees:

1 - Gorden Wade GWade@escambia.k12.fl.us

A2778G

Additional Access Codes: (Unknown Licensees)

no additional

Summary and Totals:

Code	Item	Quantity	Price	Totals
QGP-01-01d	Quaver Pre-K Music Curriculum, 1-Year License	1	280.00	280.00
TRN-PD-00d	Professional Development - On-Demand Video Training Courses - Available 24/7	1	0.00	0.00
			SUB TOTAL:	280.00
			SALES TAX:	0.00
			ORDER TOTAL:	280.00

This Invoice:

INVOICE TOTAL DUE: 280.00

INVOICE BALANCE DUE: \$280.00

Thanks so much for your order! By paying this invoice, you're also agreeing to our terms and conditions, which you can review here: [Quaver Terms and Conditions](#)



Invoice

Invoice Number: **46472-1**
Order ID: **46472**
Order Date: **08/20/2024**
License Start Date: **01/01/2024**

Invoice Issued: **08/20/2024**
Due Date: **10/19/2024**
Amount Due: **\$7,200.00**

Billed To:

Paula Pierce
75 NORTH PACE BLVD.
PENSACOLA, FL
32505

Purchase Order Number:

6332500024

Send Payment To:

QuaverEd, Inc.
65 Music Square West
Nashville, TN 37203

Phone: 1-866-917-3633

Fax: 615-320-3274

Email: ar@quavered.com

EIN: 20-5213337

Products

SKU	Description	Quantity	Unit Price	Line Price
QGP-01-01i	General Music Curriculum - Grade PreK, 1-Year License	24	\$300.00	\$7,200.00
QGP-01-01s	Quaver Pre-K Curriculum - SUPERVISOR, 1-Year License	1	\$0.00	\$0.00
TRN-PD-00d	Professional Development - On-Demand Video Training Courses - Available 24/7	1	\$0.00	\$0.00
TRN-CI-VR-00d	Live Virtual Training Check-In (up to 1 hour)	1	\$0.00	\$0.00
TRN-HD-VR-00d	Live Virtual Training Workshop (up to 2 hours)	1	\$0.00	\$0.00

Subtotal: **\$7,200.00**

Additional Discounts: **\$0.00**

Sales Tax: **\$0.00**

Grand Total: **\$7,200.00**

Balance

Order Balance: **\$7,200.00**

If you would like to pay this invoice with a credit card, please [click here](#).

*Credit card orders over \$10,000 may be subject to a 3% processing fee.

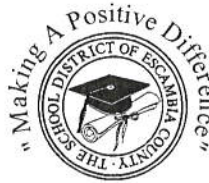
Thank you for your order! By paying this invoice, you're also agreeing to our terms and conditions, which you can review here:

[Quaver Terms and Conditions](#)

Receiver entered by MWilliams14 8/29/24

Return this **ORIGINAL** document to
Holley DeWees, Superintendent's Office
75 N Pace Blvd, Pensacola, FL 32505

To be filed in the School Board Record Book
DO NOT disassemble this packet for *any* reason



School Board of Escambia County, FL Software and Services Agreement

The School Board of Escambia County, FL (the Board, Party), located at 75 North Pace Boulevard, Pensacola, FL 32505, does hereby retain the services of:

Company: QuaverEd, Inc.

Address: 65 Music Square West, Nashville, TN 37203

Telephone Number: 866-917-3633

Website: www.quavered.com

Point of contact: Khalid Daniels, 629-702-7387

To furnish certain software and professional services upon the following terms and conditions:

Article 1 - Location and Description of Services

QuaverEd, Inc. (the Contractor, Party) shall provide access to licensed software, technical support, and professional development services during the term of this Agreement at various locations within the School District of Escambia County, FL (the District) as specified in individual quotes issued by the Contractor to departments on an as-needed basis (the Quote) and accepted as evidenced by the execution and submission of a Purchase Order. All Quotes shall reference this agreement and its Effective Date. No purchases are offered or guaranteed in conjunction with this Agreement. Individually either the Board or the Contractor can be referenced in this document as "Party" and/or collectively as the "Parties".

The Contractor may provide the following under this Agreement:

Products: QuaverSEL online resources

Services/Support: On-Demand Video Training Courses that are accessible to teachers. QuaverSEL will also offer in-person and/or virtual training sessions.

Any other products or services offered by the Contractor via Quotes that are not listed above are expressly rejected for approval and implementation until such time that the new product has been reviewed, approved, and an Addendum issued to this Agreement. Any additional requests for services will be mutually negotiated and an Addendum issued to this Agreement.

Article 2 - Term of the Agreement

The term of this Agreement (the "Term") shall be from August 1, 2022 (the "Effective Date") through July 31, 2025. Services provided in conjunction with Quotes issued under this Agreement may be terminated at any time by the Board upon thirty (30) days prior written notice to the Contractor. In event of cancellation, services performed prior to cancellation will be paid up to the date of cancellation. Should the Board have paid in advance for a subscription, a refund will be issued, prorated for the amount of time remaining between cancellation and the end of the then-current Agreement year. Renewal of this Agreement may occur, at the sole discretion of the Board, under the same terms and conditions in one (1) year increments for an additional three (3) years, subject to then-current Florida Statutes and United States law. In the event that the term of an active Quote extends beyond the expiration of this Agreement, then the Quote shall remain valid, and termination of this Agreement shall occur upon expiration of said Quote.

Fees are due and payable to the Contractor as set forth in this Agreement except for instances of non-appropriation. Non-appropriation termination will occur when sufficient funds have not been appropriated by the State of Florida or the applicable federal government funding source for any year of the Term. Upon written notice from the Board to the Contractor of such insufficient funds no later than thirty (30) days following the start of the fiscal year, identified as July 1st, Customer shall not be required to pay the fees for such year and this Agreement shall terminate at the end of the then-current term year.

Breach of contract will occur should the Contractor not perform in compliance with this Agreement, inclusive of vendor responses provided in the IT Survey Template for New Purchases (Attachment A). The Board reserves the right to enact one or more the following remedies, at its sole discretion, in addition to any other rights available in tort or law: 1) provide written notice of the non-compliance and allow thirty (30) calendar days to correct the breach, 2) terminate the Agreement immediately with no early termination penalties, and 3) obtain a refund for two (2) times the amount paid no later than thirty (30) calendar days following notice of termination.

Upon no less than thirty (30) calendar days' advance written notice to the Contractor, the Board or designee may request the completion and submission of a new IT Survey Template for New Purchases.

Article 3 – Basis of Payment

The Contractor shall receive compensation for goods received and services rendered in an amount not to exceed the quoted cost, as amended, if applicable. The cost will be all inclusive, following completion of all services to be performed and product delivered.

Article 4 - Payment

To receive payment, the Contractor should submit a detailed invoice to the attention of the person requesting the products and/or services at the address of the location for licenses for goods received and services performed. (A detailed invoice should include at a minimum: date/time services were provided; name of service provider; number of attendees – if

applicable, and a short description of services performed or products delivered.) Copies of attendance records and session evaluations, if applicable, should also be provided. Payment is due in full no more than thirty (30) days after the invoice date. All bills, invoices, statements or other claims for funds due under this Agreement will be submitted to the Board no later than thirty (30) days after the expiration of this Agreement or they may be deemed waived.

Article 5 - Assignment

The Contractor shall not assign or transfer this Agreement or any interest or claim in this Agreement without prior written consent of the Board.

Article 6 - Modifications / Amendment

Any amendment or modification of this Agreement shall not be effective unless in writing and upon the mutual consent of the Parties.

Article 7- Non-Liability / Indemnification

In no event shall the Board be liable for any claims or liabilities arising from the services furnished by the Contractor under this Agreement.

The School Board of Escambia County, Florida agrees to indemnify the Contractor to the extent and only to the extent of the limits set forth in 768.28(5), Florida Statute and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the Parties to this Agreement that no officer or employee may be held personally liable except as provided by 768.28(9), Florida Statute.

Article 8 - The Contractor as an Independent Contractor

The Contractor will independently perform all services specified in this Agreement, except as provided herein. This provision does not apply to secretarial and clerical services needed by the Contractor to assist in the performance of this Agreement. The Contractor will not hire Board or District employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services.

- A. The Contractor shall have sole control over the manner and means of providing the services performed under this Agreement. The Contractor's relationship to the Board under this Agreement shall be that of an Independent Contractor. The Contractor will not be considered an agent or employee of the Board for any purpose.
- B. As an Independent Contractor, the Contractor is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income, payroll, other taxes, and Workers' Compensation.
- C. Contractor shall provide all materials necessary for fulfillment of this Agreement.

Article 9 - Compliance with Laws

The Contractor agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Contractor shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work. These licenses and permissions will be provided to the Board if requested.

Article 10 - Governing Laws

This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The Parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The Parties hereby waive venue in any other forum.

Article 11 - Examination of Records

The Contractor agrees that the Board or designee, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Contractor involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement or such longer period as required by law.

Article 12 - Covenant against Contingent Fees

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide established commercial or selling agencies maintained by the Independent Contractor for the purposes of securing business. For breach or violation of this warranty, the Board shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Article 13 - Conflict of Interest

The Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Contractor will raise with the Board any questions regarding possible conflict of interest which may arise as a result of such change.

Article 14 – Contractor Background Screening

If services are to be provided when District students are present, or the Contractor will have access to Board or District funds, or the Contractor will be working directly with students, the following additional provision is herein incorporated and made a part of this Agreement by this reference:

Contractor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Contractor and all of its employees who provide services under

this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the Board or designee in advance of the Contractor providing any services on campus while students are present. The Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the Board to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. Contractor agrees to indemnify and hold harmless the Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

Article 15 – Prohibition Against Contracting with Scrutinized Companies

In accordance with Chapters 215 and 287, Florida Statutes, the School Board is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By entering into this Agreement, the Contractor certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. Contractor is specifically required to complete the attached State of Florida Vendor Certification Regarding Scrutinized Companies Lists form (Attachment E) included herein. Should the terms of this Agreement allow for renewals, the Contractor shall be required to recertify thirty (30) days prior to each renewal of the Agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board may terminate this Agreement if the Contractor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list.

Article 16- E-Verify

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year. Contractor will certify compliance by completing the attached State of Florida Vendor Certification Regarding E-Verify form (Attachment F) included herein.

Article 17 – Public Entity Crimes

Pursuant to § 287.133 Florida Statutes (2020), a Contractor, person, or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal for a RFP to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 287.133 Florida Statutes.

Article 18 - General Conditions

- A. **ORDER OF PRECEDENCE:** In the event of a conflict between this Agreement and/or any of the attached documents, the descending order of precedence will be as follows:
- 1st: Software and Services Agreement with Required Enclosures/Attachments
 - 2nd: Contractor Quote (Addendum A)
- B. **REQUIRED ENCLOSURES/ATTACHMENTS:** The following documents are attached, agreed to, and incorporated by specific reference. Sign or initial, as applicable, each document and return with the Agreement. Failure to do so may result in the rejection of the Agreement and the proposed services.
- Vendor response to the IT Survey Template for New Purchases (Attachment A)
 - Standard Student Data Privacy Agreement with all referenced Exhibits (Attachment B)
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment C)
 - Escambia School District Risk Management Addendum (Attachment D)
 - State of Florida Vendor Certification Regarding Scrutinized Companies Lists (Attachment E)
 - State of Florida Vendor Certification Regarding E-Verify (Attachment F)
 - Escambia School District Public Records Addendum (Attachment G)
- C. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and

enforceability of the remaining provisions shall in no way be affected or impaired thereby.

- D. PUBLICITY: If either Party wishes to issue a press release or engage in marketing activities in connection with this Agreement, such releases will be subject to prior review and written approval of the other Party, which shall not be unreasonably withheld or delayed.
- E. FORCE MAJEURE: Neither Party shall be liable for delay or failure to perform any of its obligations hereunder, except for the payment of any fees or expenses due hereunder, to the extent that such delay or failure arises from any cause beyond that Party's reasonable control.
- F. NOTICES: Any notice or communication in writing shall be deemed delivered upon either: (1) the date of delivery, if done in person; or (2) the date of delivery as indicated on registered or certified mail with return receipt requested with verifiable tracking.
- G. CONSTRUCTION: If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Approval

This Agreement constitutes the full agreement of the Parties. This Agreement shall not be binding until signed by all Parties, as appropriate.

The School Board of Escambia County, FL:


Kevin L. Adams, Board Chair

7/20/22
Date

Attest 
Timothy A. Smith, Superintendent

7/21/22
Date


QuaverEd, Inc.:

DocuSigned by:

Kirk Maddox, National Sales Manager

7/25/2022 | 12:35 PM PDT
Date

APPROVED FOR LEGAL CONTENT


Ellen Odom, General Counsel
ESCAMBIA COUNTY SCHOOL BOARD

Contractor shall not commence work until this Agreement is signed by both parties.

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JUL 19 2022

DR. TIMOTHY A. SMITH, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

Return this **ORIGINAL** document to
Holley DeWees, Superintendent's Office
75 N Pace Blvd, Pensacola, FL 32505

To be filed in the School Board Record Book
DO NOT disassemble this packet for any reason

Attachment A
Vendor response to the IT Survey Template for New Purchases
Instructions

Exhibit A (Information Technology Requirements), Exhibit "B" (Schedule of Data), and Exhibit "D" (Directive for Disposition of Data) will become part of the final agreement once approved by the Director of Information Technology. For more information on Exhibit "B" or Exhibit "D" see the Student Data Privacy Consortium's National Data Privacy Agreement.

Software Name:

quaverEd

Software Website:

quavered.com

Software Point of Contact

Name:

khalid Daniels

Phone:

Email:

khalid@quavered.com

If you have been speaking with an employee of the School District regarding this software, please provide the individual's name:

Angela Barberi

Exhibit A
Information Technology Requirements

NOTE: The requirements may not be met without one of the approved responses to both items 1 and 2 and the adherence to item 3. If items 4 or 5 are not true, the vendor must supply a document with requirements to be included as an attachment. Items 6 and 7 are optional.

	Check if Used by Your System
1. If students, teachers, and administrators are required to login to the Contractor's product(s) to fully use the product(s), the Contractor must support at least one of the following methods for login.	
a. Clever SSO (not saved passwords)	x
b. Google (@ecsd.me for students; @ecsdfl.us for staff; note charter schools or contracted programs are each unique)	x
c. SAML 2.0	x
2. If students, teachers, and administrators are required to login to the Contractor's product(s) to fully use the product(s), the Contractor must support at least one of the following methods for the District to share data with the product(s).	
a. The District shares all data via Clever with the product(s).	
b. The District shares all data via the OneRoster API with the product(s).	x
c. The District shares all data via the OneRoster CSV with the product(s).	x
d. Login shares all data necessary for the product to be fully functional.	

e. Students are able to join a teacher's class by entering a teacher-supplied code in the product(s).	x
f. Teachers share the product(s) to their classes through Google Classroom and all data necessary for the product(s) to be fully functional is shared through Google Classroom and Google login.	x


3. The Contractor's product(s) does not use Flash in any way.	x
4. The Contractor's product(s) will operate without the District making any firewall or filter configuration changes (note if this statement is not true the Contractor must submit an attachment with required firewall or filter requirements).	x 
5. The Contractor's product(s) will be fully accessible on Chrome, Mac, and Windows operating systems through a web browser (including mobile browsers), and available 24/7 outside of regularly-scheduled maintenance and/or update windows (note if this statement is not true the Contractor must submit an attachment with required operating system requirements).	x
6. The Contractor's product(s) will be supported by popular web browsers (Chrome, Edge, Firefox, Safari) and HTML5 (note this is optional based on the District's needs).	x
7. If students, teachers, and administrators will be using the Contractor's product(s)'s assessments or assessment items in Schoolnet, the Contractor will provide all assessments and assessment items in the Question and Test Interoperability (QTI) format support by Schoolnet (note this is optional based on the District's needs).	

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	x
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	

STANDARD STUDENT DATA PRIVACY AGREEMENT

NDPA Standard Version 1.0

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	

STANDARD STUDENT DATA PRIVACY AGREEMENT

NDPA Standard Version 1.0

Category of Data	Elements	Check if Used by Your System
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	x
	Phone	
Student Identifiers	Local (School district) ID number	x
	State ID number	
	Provider/App assigned student ID number	x
	Student app username	x
	Student app passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	x

STANDARD STUDENT DATA PRIVACY AGREEMENT

NDPA Standard Version 1.0

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "D"**DIRECTIVE FOR DISPOSITION OF DATA**

[Insert Name of District or LEA] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

☒ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☒ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☒ By **[Insert Date]**
sixty (60) days of termination of agreement.

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Provider

Date

Whitelisting Instructions

Access to QuaverEd resources is granted via login to a secure website experience by a teacher or student account.

To ensure teachers and students are able to access their curriculum resources and assignments, please ask your IT department to whitelist **all subdomains** of the following domains:

- **quavered.com**
- **quavermusic.com**
- **quaversel.com**
- **quavermic.com**

Whitelisting these domains will prevent students and teachers from experiencing any barriers to their QuaverEd resources, including the possibility of the website being restricted or blocked by a school or district server.

If an IT professional needs additional information, please contact us, and we will be happy to offer additional answers or support!

Certificate Of Completion

Envelope Id: DDFEC6A93E2C4E85A8BD3D34D4778D0E

Status: Completed

Subject: IT Requirements, Schedule of Data, and Directive for Disposition of Data

Source Envelope:

Document Pages: 9

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Tom Ingram

AutoNav: Enabled

tingram@ecsdfl.us

EnvelopeId Stamping: Enabled

IP Address: 24.11.243.24

Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original

Holder: Tom Ingram

Location: DocuSign

6/22/2022 9:05:47 AM

tingram@ecsdfl.us

Signer Events

Khalid Daniels

khalid@quavered.com

Security Level:

DocuSign.email

ID: 1

6/22/2022 9:05:49 AM

Signature**Completed**

Signed by link sent to khalid@quavered.com

Using IP Address: 24.11.243.24

Timestamp

Sent: 6/22/2022 9:05:48 AM

Viewed: 6/22/2022 9:06:02 AM

Signed: 6/22/2022 9:13:17 AM

Electronic Record and Signature Disclosure:

Accepted: 6/22/2022 9:06:02 AM

ID: 9dbe4e4c-ce3e-4e11-8f1b-12664e389a0f

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/22/2022 9:05:48 AM

Certified Delivered

Security Checked

6/22/2022 9:06:02 AM

Signing Complete

Security Checked

6/22/2022 9:13:17 AM

Completed

Security Checked

6/22/2022 9:13:17 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Escambia County Schools (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Escambia County Schools:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aklinginsmith@ecsdfl.us

To advise Escambia County Schools of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at aklinginsmith@ecsdfl.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Escambia County Schools

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to aklinginsmith@ecsdfl.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Escambia County Schools

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to aklinginsmith@ecsdfl.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Escambia County Schools as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Escambia County Schools during the course of your relationship with Escambia County Schools.

Attachment B STANDARD STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement (“DPA”), as developed by the Student Data Privacy Consortium (“SDPC”) and as modified by the School Board of Escambia County, FL (“Board”, “Local Education Agency”, or “LEA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

School Board of Escambia County, FL, located at 75 North Pace Boulevard, Pensacola, FL 32505 and

QuaverEd, Inc., located at 65 Music Square West, Nashville, TN 37203 (the “Provider”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and;

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. Special Provisions. *Check if Required*

 X If checked, the Provider has agreed to the Standard Clauses, otherwise known as General Offer of Privacy Terms as set forth in **Exhibit “E”**.

 If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.

 If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”**.

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for the length of the agreement. Exhibit E will expire three (3) years from the date the original DPA was signed.
5. The Description of Services (the "Services") to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A", as required or requested by LEA.**
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: Kirk Maddox Title: National Sales Manager
 Address: 65 Music Square West, Nashville, TN 37203
 Phone: 866-917-3633
 Email: kirk@quavered.com

The designated representative for the LEA for this DPA is:

Name: John Dombroskie Title: Director of Purchasing
 Address: 75 North Pace Boulevard, Pensacola, FL 32505
 Phone: 850-469-6202
 Email: jdombroskie@ecsdfl.us

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA (School Board of Escambia County, FL)

By: 
 Date: 7/20/22

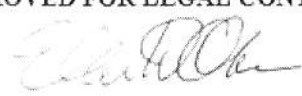
Printed Name: Kevin L. Adams
 Title/Position: Board Chair

Attest

By: 
 Date: 7/21/22

Printed Name: Timothy A. Smith
 Title/Position: Superintendent

APPROVED FOR LEGAL CONTENT


 Ellen Odom, General Counsel
 ESCAMBIA COUNTY SCHOOL BOARD

APPROVED
 ESCAMBIA COUNTY SCHOOL BOARD

JUL 19 2022

DR. TIMOTHY A. SMITH, SUPERINTENDENT
 VERIFIED BY RECORDING SECRETARY

QuaverEd, Inc.

DocuSigned by:
 By: 
 Date: 7/23/2022 12:35 PM PDT

Printed Name: Kirk Maddox
 Title/Position: National Sales Manager

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, as it is defined in Exhibit C, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with

respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not sell Student Data to any third party.
5. **De-Identified Data.** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II #3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit D, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit D.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in the Data Security Requirements as detailed in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA by sending an email to ECSDdatabreach@escambia.k12.fl.us within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

- iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of Exhibit E to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and

the Service Agreement, Provider Terms of Service, Provider Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or Exhibit G, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance by the successor that they will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA and the Service Agreement if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

QuaverSEL is a curriculum aligned to the Collaborative for Academic, Social, and Emotional Learning (CASEL) competencies and designed to grow with the needs of your students. QuaverSEL lessons allow educators to make time for social and emotional learning (SEL) in the academic day and also to track skill-development easily.

EXHIBIT "B"
VENDOR'S RESPONSE TO THE SCHEDULE OF DATA

"SEE RESPONSE IN ATTACHMENT A"

EXHIBIT “C”

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content: The term “student-generated content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the

agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms as specified in Exhibit E.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for

the purpose of this DPA, the term “Third Party” when used to indicate the provider of digital educational software or services is replaced by the term “Provider.”

EXHIBIT "D"
VENDOR'S RESPONSE TO THE DIRECTIVE FOR DISPOSITION OF DATA

"SEE RESPONSE IN ATTACHMENT A"

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the School Board of Escambia County, FL ("Originating LEA") which is dated August 1, 2022, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes or, (2) a material change in the services and products listed in the originating Service Agreement. Subscribing LEAs should send the signed Exhibit E to Provider at the following email address: kirk@quavered.com.

QuaverEd, Inc.

DocuSigned by:

BY: 

Date: 7/25/2022 | 12:35 PM PDT

Printed Name: Kirk Maddox

Title/Position: National Sales Manager

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the School Board of Escambia County, FL and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

[Insert Name of Subscribing LEA]

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT “F”
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium (“SDPC”) and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* (“Cybersecurity Frameworks”) that may be utilized by Provider.

MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Cybersecurity Frameworks

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT “G”
Supplemental SDPC State Terms for Florida
Version _____

[The State Supplement is an *optional* set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit “H”** in this proposed structure).]

EXHIBIT "H"
Additional Terms or Modifications
Version _____

LEA and Provider agree to the following additional terms and modifications:

None.

Attachment C**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME QuaverEd

SPONSOR AGREEMENT NUMBER OR PROJECT NAME QuaverEd/SBEC Software and Services Agreement

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Kirk Maddox National Sales Manager

SIGNATURE(S)  DATE 7/25/2022 | 12:35 PM PDT

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment D**ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)**

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505



Attachment F
State of Florida
Vendor Certification Regarding E-Verify

Respondent Vendor Name: QuaverEd

Vendor FEIN: 20-5213337

Vendor's Authorized Representative Name and Title: Kirk Maddox, National Sales Manager

Address: 65 Music Square West

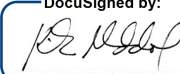
City: Nashville State: TN ZIP: 37203

Phone Number: 866-917-3633

Email Address: kirk@quavered.com

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School - District (ECSD) or Escambia County School - Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

DocuSigned by:

Certified By: CC3A325B63B844E
AUTHORIZED SIGNATURE

Print Name and Title: Kirk Maddox National Sales Manager

Date: 7/25/2022 | 12:35 PM PDT

Attachment G
ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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 for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

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 School Board.

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 the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF 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 SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

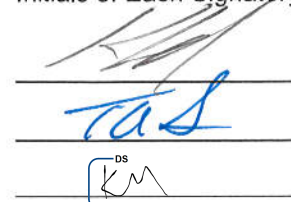
A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

Initials of Each Signatory:



Addendum A Contractor Quote



Quote

Escambia County Public Schools

Date: 6/16/2022

License Length: 3 Year (8/1/2022 - 8/1/2025)

Item Description:	Quantity	Unit	Total
Quaver's K-5 SEL License (6 Users/School)	32	\$6,300	\$201,600
SEL Resource training			INCLUDED
Quarterly Content Updates			INCLUDED
Unlimited Student Accounts for Each School - Counselors and Teachers Can Send Assignments			INCLUDED
On-demand access to 50+ Hours of Professional Development Videos, Teacher Tips			INCLUDED
		Total	\$201,600

Evidence-based quasi-experimental study finalized, demonstrates significant gains for Self-Management, Responsible Decision Making, and Identifying and Managing Emotions Results consistent across gender and racial demographics.

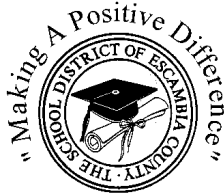
**Includes 6 seats per school*

Proposal valid for 90 days.

Sales Tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase.

QuaverEd.com
65 Music Square West
Nashville, TN 37203
866.917.3633

Khalid Daniels
 Director of Sales
 Khalid@QuaverEd.com
 629-702-7387



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

75 NORTH PACE BLVD.,
PENSACOLA, FL 32505
PHONE (850) 469-6202
<http://ecsd-fl.schoolloop.com/>

Dear Business Owner:

In order for the School District of Escambia County to establish you as a vendor, we will need some information from you. In addition to completing and signing the attached W-9 Form (Request for Taxpayer Identification Number and Certification), please provide the information requested below.

Business Name QuaverEd

DBA Name (if applicable) _____

Order From Address 65 Music Sq W Nashville TN 38203

Remit To Address _____

Contact Name Khalid Daniels Email khalid@quavered.com

Phone Number 629-702-7387 Fax Number _____

FOR EACH CATEGORY BELOW, PLEASE MARK THE MOST APPROPRIATE CHOICE.

Ownership

- ☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Medical/Corporation
☐ Attorney
☐ Non-Profit
☐ Government Agency
☐ Reimbursement of Expense
☐ Grant, etc.

☐ Minority Ownership (To be reported as Minority Owner, a vendor must be certified by the FL Dept. of Mgmt. Services Office of Supplier Diversity (OSD) at: <https://osd.dms.myflorida.com>)

Payment Terms

- ☐ Due Upon Receipt
☐ Net 15 Days
☒ Net 30 Days
☐ Other (including discounts) _____

Thank you for your assistance.

Sincerely,

Allison Watson
Director of Purchasing

Certificate Of Completion

Envelope Id: CF7AF5F151314C7F84952A05829321A4

Status: Completed

Subject: Please DocuSign: District-Executed QuaverEd Software and Services Agreement.pdf, Vendor Informa...

Source Envelope:

Document Pages: 46

Signatures: 6

Envelope Originator:

Certificate Pages: 4

Initials: 2

Travis Thrash

AutoNav: Enabled

tthrash@ecsdfl.us

Envelopeld Stamping: Enabled

IP Address: 204.78.77.77

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Travis Thrash

Location: DocuSign

7/25/2022 7:24:39 AM

tthrash@ecsdfl.us

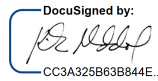
Signer Events

Kirk Maddox

Kirk@quavered.com

National Sales Manager

QuaverEd

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

CC3A325B63B844E...Signature Adoption: Uploaded Signature Image
Using IP Address: 74.94.252.17**Timestamp**

Sent: 7/25/2022 8:09:27 AM

Viewed: 7/25/2022 12:28:12 PM

Signed: 7/25/2022 12:35:29 PM

Electronic Record and Signature Disclosure:

Accepted: 7/25/2022 12:28:12 PM

ID: cce289d3-fca5-44b9-9778-321588cf4858

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Khalid Daniels

Khalid@quavered.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 7/25/2022 8:09:28 AM

Viewed: 7/25/2022 10:02:37 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/25/2022 8:09:28 AM

Certified Delivered

Security Checked

7/25/2022 12:28:12 PM

Signing Complete

Security Checked

7/25/2022 12:35:29 PM

Completed

Security Checked

7/25/2022 12:35:29 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Escambia County Schools (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Escambia County Schools:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aklinginsmith@ecsdfl.us

To advise Escambia County Schools of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at aklinginsmith@ecsdfl.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Escambia County Schools

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to aklinginsmith@ecsdfl.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Escambia County Schools

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to aklinginsmith@ecsdfl.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Escambia County Schools as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Escambia County Schools during the course of your relationship with Escambia County Schools.

**Amendment 1 to the Software and Services Agreement
between
QuaverEd, Inc. and the School Board of Escambia County, FL**

This Amendment 1 to the Software and Services Agreement is made by and between QuaverEd, Inc. ("Contractor"), having its principal place of business at 65 Music Square West, Nashville, TN 37203, and the School Board of Escambia County, FL ("District"), having its principal place of business at 75 North Pace Boulevard, Pensacola, FL 32505, as of the date last signed by the parties below.

WHEREAS, Contractor and the District entered into a Software and Services Agreement Effective Date August 1, 2022 for renewable terms; and

WHEREAS, the Parties wish to amend the Agreement to incorporate the changes set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to amend the Agreement as follows:

1. Article 1 - Location and Description of Services is amended as follows:

Products: QuaverEd software offerings set forth Exhibit "A" DESCRIPTION OF SERVICES.

Services/Support: Professional Learning courses available through on-demand video training courses, in-person and/or virtual training.

2. Exhibit "A" DESCRIPTION OF SERVICES is amended as follows:

Products: QuaverReady, QuaverSEL, Quaver Music Pre-K, Quaver K-5, QuaverMusic

Services: On-demand video learning courses, in-person and/or virtual training

3. Article 2 Term of the Agreement is amended by appending the first paragraph with the following sentence: Termination of the Agreement, as amended, may occur for convenience at any time by either party upon thirty (30) calendar days advance written notice to the non-terminating party.
4. Article 18 B. Required Enclosures/Attachments is amended by adding:
 - State of Florida Affidavit Regarding the Use of Coercion for Labor and Services (Attachment H)
5. Replace Exhibit "H" Additional Terms or Modifications to the DPA with Exhibit "H," Version 2, attached.
6. State of Florida Affidavit Regarding the Use of Coercion for Labor and Services (Attachment H) is made a part of the original Agreement.

All other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment is duly executed by the authorized representatives noted below.

QUAVERED, INC.



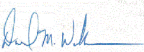
David Mastran, CEO

Date

10/14/2024

SCHOOL BOARD OF ESCAMBIA COUNTY, FL

Signed by:



7A219089E5E54E5...

David M. Williams, Board Chair

11/25/2024 | 9:35 PM CST

Date

ATTEST:

DocuSigned by:



49386E2EC066436...

Keith Leonard, Superintendent

APPROVED FOR LEGAL CONTENT

DS

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

NOV 19 2024

VERIFIED BY RECORDING SECRETARY



Ellen Odom, General Counsel
ESCAMBIA COUNTY SCHOOL BOARD

EXHIBIT "H"
ADDITIONAL TERMS OR MODIFICATIONS
Version 2 Dated 11/19/24

THIS EXHIBIT "H" effective simultaneously with the attached Student Data Privacy Agreement ("DPA") between The School Board of Escambia County, Florida, (the "Local Education Agency" or "LEA") and QuaverEd, Inc. (the "Provider") is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. The second WHEREAS CLAUSE is amended to add "the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98)" after "15 U.S.C. § 6501-6506 (16 CFR Part 312)".
2. Paragraph 3 on page 1 is deleted in its entirety and replaced with the following: In the event of a conflict between the DPA Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including Provider Terms of Service or Privacy Policy, the terms of Technology Master Service Agreement, and then this DPA shall control.
3. The last sentence of Article II, Paragraph 1 is amended as follows: Provider agrees that for purposes of this Agreement, it will be designated a "School Official," under the control and direction of the LEA as it pertains to the use of Student Data, with "legitimate educational interests" as those terms have been interpreted and defined under FERPA. Provider may transfer student-generated content to a separate account, according to the procedures set forth below. Provider agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service for the LEA.
4. Article I, Paragraph 2 is amended to add the following: Indemnification. Provider shall indemnify, hold harmless, and defend the SB and all of SB's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Provider, third-parties, or subprocessor(s) related to Attachment A, Exhibit B (Schedule of Data), including but not limited to, failure to notify the SB of any additional students' PII collected and not updated by Provider in Exhibit B.
5. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and agreements with LEA upon LEA's request.
6. Article III, Paragraph 1 is amended to add the following sentence: LEA will allow Provider access to Student Data necessary to perform the Services and pursuant to the terms of this DPA and in compliance with FERPA, COPPA, PPRA, and all other privacy statutes cited in this DPA.

7. Article IV, Paragraph 1 is amended to add the following sentence: The Parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the LEA pursuant to this Agreement. The Provider shall comply with all applicable State and Federal laws and regulations pertaining to Student Data privacy and security, including FERPA, COPPA, PPRA, Florida Statutes Sections 1001.41 and 1002.22, and all other privacy statutes cited in this DPA. The Parties agree that Provider is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of the contract, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records
8. Article IV, Paragraph 2 is amended to add the following sentence: Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta Student Data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
9. Article IV, Paragraph 7 is deleted in its entirety and replaced with the following: Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from generating legitimate personalized learning recommendations.
10. Article V, Paragraph 1 is deleted in its entirety and replaced with the following: Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored. Provider shall not, without the express prior written consent of District: Transmit Student Data or PII to any Providers or Subprocessors located outside of the United States; distribute, repurpose or share Student Data or PII with any Partner Systems not used for providing services to the LEA; use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose [or for any other purposes]; use PII or any portion thereof to develop commercial products or services; use any PII for any other purpose other than in connection with the services provided to the LEA; and engage in targeted advertising, based on the Student Data collected from the LEA.
11. Article VII, is hereby amended to add Paragraph 10 as follows: **Assignment**. None of the parties to this DPA may assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other party to this DPA.
12. Article VII, is hereby amended to add Paragraph 11 as follows: **Click through**. Any “click through” terms and conditions or terms of use are superseded by the Technology Master Service Agreement and this DPA,

and acceptance of the terms and conditions or terms of use through the “click through” do not indicate acceptance by the entity.

13. Article VII, is hereby amended to add Paragraph 12 as follows: **Security Controls.** Security Controls. Provider represents and warrants that any software licensed hereunder shall not contain any virus, worm, Trojan Horse, tracking software or be capable of identifying non-approved users or tracking any approved user, or any undocumented software locks or drop dead devices that would render inaccessible or impair in any way the operation of the software or any other hardware, software or data for which the software is designed to work with.

**Attachment H
State of Florida**

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Respondent Vendor Name: QuaverEd, Inc.

Vendor FEIN: 20-5213337

Vendor's Authorized Representative Name and Title: David Mastran, CEO

Address: 65 Music Square West

City: Nashville State: TN ZIP: 37203

Phone Number: 866-917-3633

Email Address: David@quavered.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: 
AUTHORIZED SIGNATURE

Print Name and Title: David Mastran, CEO

Date: 10/14/24

General Counsel Approved 04 24 24