

**SOURCEWELL SHARED SERVICES AGREEMENT**  
**Edmentum EdOptions Academy**

This Shared Services Agreement ("Agreement") is by and between Sourcewell ("Sourcewell"), a government educational service cooperative, located at 202 12<sup>th</sup> Street Northeast, PO Box 219, Staples, Minnesota 56479 and Vernadale School ("School") with its district offices located at 411 S.W. Brown St  
DSD 818 St. Vernadale, MN 56481

**ARTICLE 1: PURPOSE**

Sourcewell has a contract with Edmentum to provide a web based student coursework called EdOptions Academy (Program or Course). School has the need for these services and wishes to use Sourcewell's contract. School understands that Sourcewell is providing the Program as-is, and that Sourcewell does not provide a warranty regarding the quality of service provided.

**Roles and Responsibilities**

For each Course, Edmentum will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course.
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel identified by School.
- Provide access to online access to Courses 24 hours 7 days a week for student or School use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each Course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning students.
- Printable access to an enrolled student's transcript.

Sourcewell will be responsible for the following:

- Designating a Sourcewell employee to be the Program administrator. This person will be responsible for coordinating the operation of the Program with School staff.
- Arrange for training to School staff using the Program. The training will be provided through virtual sessions.

School will be responsible for the following:

- Designating a person who will be the School's site coordinator. This person will participate in virtual training to ensure the School's responsibilities are fulfilled as listed below.
- Submit enrollment forms and other miscellaneous required documents via Edmentum's Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.

- Ensure that students participating in this Program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify Edmentum in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact Edmentum if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that School's students understand and adhere to Edmentum's policies related to the Program, including but not limited to Edmentum's Student Code of Conduct policy. This policy can be found at <https://www.edmentum.com/sites/edmentum.com/files/resource/media/EdOptions%20Academy%20Policy%20Handbook%20v%2014%208.pdf>

## ARTICLE 2: PRICING AND PAYMENT

Quarterly, Sourcewell will invoice School for courses for which School registers. Course fees are as follows:

- |                                |                                                             |
|--------------------------------|-------------------------------------------------------------|
| • Core/Elective Courses        | \$265/student                                               |
| • Career and Technical Courses | \$325/student                                               |
| • AP/Global Language Courses   | \$325/student                                               |
| • College & Career Courses     | \$325/student                                               |
| • Drop Fee                     | Full class tuition after 14 <sup>th</sup> day of enrollment |
| • Course Extension             | \$50 for 4 Week extension                                   |

The invoice will be sent to School's district office. School agrees to pay for these services within 30 days of the receipt of the invoice. Once School orders Program offerings, they cannot be cancelled.

## ARTICLE 3: TERM

This Agreement will commence on the date of the final signature by all parties and will remain in effect until June 30, 2022.

This Agreement may only be cancelled in the event the Sourcewell/Edmentum Agreement is terminated prior to its expiration. In the event the Sourcewell/Edmentum contract is cancelled, Sourcewell will provide advance written notice to School.

## ARTICLE 4: GENERAL TERMS

**Governing Law and Jurisdiction.** This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota.

**Assignment.** Neither party may assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other party.

**Indemnity and Limitation of Liability.** In the performance of this Agreement each party will be responsible for its own acts and omissions. Neither party will be liable to the other party for any punitive, special, incidental or consequential damages regardless of the cause.

**Authority and Entire Agreement.** The individuals signing this Agreement are authorized to execute said Agreement and it is binding upon the parties. This Agreement supersedes all prior understandings and agreements between the parties and may not be amended orally, but only in writing as mutually agreed upon.

**Waiver.** Failure by either party to take action or assert any right hereunder will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

**Amendments.** This Agreement may only be modified or amended by written amendment signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Sourcewell**

**School:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Kassidy Rice

\_\_\_\_\_

Name – **Printed**

Name – **Printed**

Title Manager of Education Solutions

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_