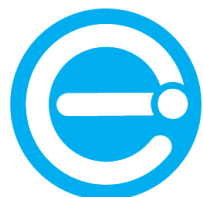

Additional Day School Year (ADSY) Grant Program

ADSY Full Year Redesign Implementation Workplan

A Proposal For Crowley ISD
Prepared: December 3, 2020



engage2learn

Introduction

This proposal is submitted upon request of Crowley ISD and details a plan in support of the Texas Education Agency (TEA) **Additional Day School Year (ADSY)** to aid in the reimagining of the teaching role and creating student ownership to increase student achievement and differentiate learning, which can be further customized in collaboration between Crowley ISD and engage2learn (e2L).

Below are deliverables and outcomes designed to account for all design, operational, and academic elements included in the high-quality execution of a full year redesign.

Deliverables	Outcomes
Academics & Enrichment	<ul style="list-style-type: none"> ● Revisit Phase I ● Review Master Schedule ● Create Cultural Tenets and Recognition systems
Data and continuous improvement	<ul style="list-style-type: none"> ● Rollout Plan ● Role and Goal Clarity Workspace to share out with Community Partners ● Professional Development Plan ● Progress Monitoring ● eSuite® Educator Support Platform - Professional development and progress monitoring ● Custom Marketing Plan

Project Timeline

Service	Location	Tentative Schedule
Executive Training <ul style="list-style-type: none"> Create Cultural Tenets & Recognition System 	Collaborative	TBD
Executive Coaching <ul style="list-style-type: none"> Team of up to 2 4 sessions 5 Culture Catalysts Rubric Revisit Phase I Review Master Schedule Virtual e2L Executive Training <ul style="list-style-type: none"> Create Cultural Tenets Create Recognition systems Virtual e2L Executive Coaching 	Virtual	TBD
Strategic Plan Template Focus and needs <ul style="list-style-type: none"> District-Level Up to 10 sessions facilitated Support as needed 	Scheduled as needed	TBD
Data and Continuous Improvement Collaborative <ul style="list-style-type: none"> Artifact development and review <ul style="list-style-type: none"> PD Plan Template Progress Monitoring Template Rollout Plan Role and Goal Clarity Workspace to share out with Community Partners Professional Development Plan eSuite® Educator Support Platform - Professional development and progress monitoring Custom Marketing Plan 	Collaborative	TBD
Custom Marketing Consultation <ul style="list-style-type: none"> One (1) session with e2L's marketing consultant to design your custom ADSY marketing plan 	Virtual	TBD

Executive Training

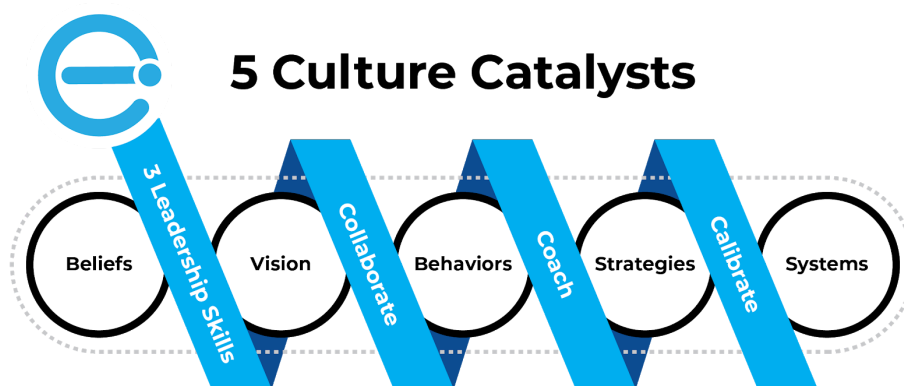
Our proven system of coaching, using the e2L eGrowe® Coaching Model, creates a collaborative, collegial conversation focused on personalized, attainable growth for teachers. We utilize the power of goal-setting, self-reflection, and performance-based coaching. We follow an individualized coaching timeline that sequences the high-yield e2L Life Ready Best Practices®. This ensures a targeted, intentional plan for improvement is developed and ultimately documented as growth for each and every teacher.

e2L will facilitate an executive training collaborative to create Cultural Tenets and a recognition system utilizing our 5 Culture Catalysts Rubric.

Executive Coaching

e2L will facilitate four (4) virtual Executive Coaching sessions for up to two (2) executives, using the e2L eGrove® Coaching Model to create a collaborative, collegial conversation focused on personalized, attainable growth for leaders in order to shift the campus culture. We follow an individualized coaching timeline that sequences the 5 Leadership Levers®. This ensures a targeted, intentional plan for improvement is developed and ultimately documented as growth for each and every leader.

The e2L eGrove® coaching model ensures you have a targeted and intentional plan for leadership improvement and growth. Ultimately, each individual's growth is documented and measured in our online portal, eSuite®, giving you actionable data every step of the way so you never stop growing. In the end, each leader will have a leadership portfolio demonstrating growth on the key instructional leadership skills. As a result, the campus will have a cultural catalyst who gets results and creates a high-performance culture where every teacher and learner is engaged and growing.



Strategic Plan Template Focus and Needs

e2L will facilitate up to ten (10) sessions of district-level support as needed through your weekly meetings. These days can be used as collaboratives, focus groups, surveys, and other custom-created events as a way to address the needs of your district as you continue to plan for ADSY. These days will provide you access to an e2L facilitator to review questions from Phase II of the Strategic Plan Template and serve as a thought partner as you answer questions specific to your campus needs. When it comes to digging deeper into your professional development plan, engaging parents in possible enrichment activities, challenges you may encounter in staffing your ADSY campuses, and other questions along the way, the support you need will be scheduled with you to serve the specific needs of your ADSY campuses.

Data and Continuous Improvement Collaborative

e2L will facilitate one (1) collaborative session to review and develop artifacts that can be used and linked to your Phase II ADSY Strategic Design Template. Through this collaborative, you will discuss and create artifacts such as your Rollout Plan as you think about adding future campuses, a professional development plan to ensure that teachers are getting the support needed, and a progress monitoring plan, so that adjustments are made along the way. In addition, you and your team will be able to complete a role and goal clarity workspace to identify the roles and responsibilities of the community partners and how they will coordinate with school staff. You will have a chance to collaborate internally

with your team while also hearing how other districts plan to build out and refine the same systems that you are working on designing and creating.

Custom Marketing Consultation

e2L's marketing consultant will facilitate one (1) session with you to design your custom ADSY marketing plan and create a visual for your district-determined cultural tenets.

eSuite® Educator Support Platform





3 Professional Growth Apps

+

1 Learning Design App

The all-in-one professional learning solution that helps teachers close gaps and accelerate learning.



 <p>ePLC</p>	<p>ePLC includes a library of e2L's Virtual Professional Learning courses with over 3,000 professional learning resources aligned to best practices and curated by educators who use eSuite.</p> <ul style="list-style-type: none"> • Virtual Professional Learning Courses • Master Class for Remote/Blended Learning • Designing a Buerk Rubric • e2L Learning Model Overview • eSuite Overview • 6 Competency-Based Learning Courses for LMSs <ul style="list-style-type: none"> ○ Schoology ○ Canvas ○ Google Classroom ○ Google Sites/Drive ○ SeeSaw ○ Microsoft Teams
 <p>eLX</p>	<p>eLX is a collaborative learner experience design app with over 35,000 standards-aligned curriculum units centered on creating standards-aligned, differentiated rubrics.</p>
 <p>eGrove Coach</p>	<p>eGrove Coach is a comprehensive coaching, professional growth, and micro-credentialing app that equips educators to coach at scale. Over 57,000 coaching conversations have been documented in eGrove Coach!</p>
 <p>eSuite Reports</p>	<p>eSuite Reports lets leaders and coaches be in the know, with coaching and growth analytics and reporting from across a district or campus.</p>

eSuite[®] Software License Agreement

Please see the attached eSuite[®] Software License Agreement "Exhibit A" for specific terms and conditions.

Fees and Expenses

Service	Fees
Academics & Enrichment	
<ul style="list-style-type: none"> ● Revisit Phase I ● Review Master Schedule ● Virtual e2L Executive Training <ul style="list-style-type: none"> ○ Create Cultural Tenets ○ Create Recognition systems ○ Virtual e2L Executive Coaching ● Virtual e2L Executive Coaching <ul style="list-style-type: none"> ○ 4 coaching sessions 	
Data and continuous improvement	
<ul style="list-style-type: none"> ● Collaborative ● Rollout Plan ● Role and Goal Clarity Workspace to share out with Community Partners ● Professional Development Plan ● Progress Monitoring ● eSuite® Educator Support Platform - Professional development and progress monitoring ● Custom Marketing Plan 	\$78,283
District specific needs	
<ul style="list-style-type: none"> ● Up to 10 campus/dist. specific support sessions ● Project Management 	

**Any increase in the scope of services will be addressed in a separate contract agreement. Fees and expenses will be billed at the midpoint and again upon completion of the project.*

Additional Terms

- A. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any change in the scope of services and/or fees will be addressed in an addendum to this Agreement effective only when executed by both parties hereto.
- B. Responsibilities of engage2learn include performing all research, planning, facilitation, presentation, and additional duties necessary for the successful completion of the project described in this proposal within the reasonable timeframe allotted in this proposal. Responsibilities of Crowley ISD include providing and arranging for all meetings including expenses associated with those meetings and communications to participating parties.
- C. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Engage2learn shall be entitled to compensation for all services provided up to the effective date of termination.
- D. Other than as expressly set out in this Agreement and the exhibits attached hereto, all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose are disclaimed.
- E. The parties agree that the exclusive remedy, and engage2learn's entire liability with respect to this training, shall be termination of this Agreement as set forth herein. The parties further agree that engage2learn shall not be liable to Crowley ISD for any damages, including any lost time,

expenses, or other incidental or consequential damages arising out of its use or inability to use this training or the breach of any express or implied warranty, even if engage2learn has been advised of the possibility of those damages.

- F. The parties acknowledge and agree to the binding terms that these services are being provided for the benefit of Crowley ISD only, and it is not permissible for Crowley ISD or any Crowley ISD personnel to perform these services in whole or in any part thereof to others who are not a part of Crowley ISD.
- G. This contract is subject to force majeure and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If delivery of any training provided for herein as scheduled is prevented by force majeure, then the parties shall cooperate in rescheduling without penalty to either party.
- H. Engage2learn maintains all registered copyright privileges on this unique proprietary, custom-designed process that no other company provides. There are no other agents, dealers, or educational consulting firms of any kind authorized to sell, promote, or facilitate in any way engage2learn products or services. Use of this material without express written authorization is strictly prohibited.
- I. This agreement shall be interpreted under the laws of Texas, and venue is proper in Nueces County, Texas.
- J. Engage2learn affirms that it does not and will not boycott Israel during the term of this agreement. Texas Gov't Code 2270

Please complete the following Partner Contact Information

Accounts Payable (Name, email, telephone)	
Project Lead Contact (Name, email, telephone)	
eSuite® Lead Contact (Name, title, email)	
Fiscal Year End Date:	
PO#	
Address of Licensor: Engage! Learning, Inc. dba engage2learn 307 Inverness Pt. Portland TX 78374	Address of Licensee:

By signing below, I hereby represent and warrant that I have the authority to execute this Agreement on behalf of Crowley ISD and that I have read, understand, and agree with all terms and conditions contained herein, including all terms and conditions in the attached Exhibits A and B. By their signatures below, both parties have caused this Agreement to be executed and delivered by their authorized representatives as of the effective date.



Shannon Buerk, CEO, engage2learn

December 3, 2020

Date

engage2learn EIN#- 45-4211320

Signature of District Representative

Printed Name/Title

Date

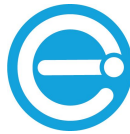


Exhibit A

eSuite Software License Agreement

This Software License Agreement (this "Agreement"), effective **January 1, 2021** (the "Effective Date"), is made and entered into by and between Engage Learning, Inc. dba engage2learn ("Licensor") and **Crowley ISD** ("Licensee"). Licensor and Licensee are each referred to herein as a "party" and collectively as the "parties."

1. Software. The term "Software" shall mean the eSuite library of programs, materials, resources and services including but not limited to tools, message boards, chat or other content located on the site.
2. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, royalty-free, paid-up license to use an executable version of the Software for Licensee's internal training purposes during the License Term for the following number of Licensed Users:
campus-wide, up to 100 subscribers
3. License Fee. Upon execution of this Agreement, Licensee shall pay to Licensor the following License Fee: **shown in Fees and Expenses Table**
4. License Term. Unless terminated earlier as provided herein, the term of this Agreement (the "License Term") shall be for the following number of months from the Effective Date: **12 months (expires 12/31/2021)**
5. Terms and Conditions. The terms and conditions attached hereto are a part of this Agreement and are incorporated herein by this reference.
6. No Modification. This Agreement cannot be modified or amended except by a written agreement signed by an authorized representative of each party.
7. Acceptance. By signing below, each party signifies that it has carefully examined and agrees to be bound by all the terms and conditions of this Agreement (including, without limitation, the terms and conditions attached hereto) as of the Effective Date stated above.

Terms and Conditions

DEFINITIONS

1. "Affiliate" means, with respect to a party, an entity that is controlled by such party. With respect to an entity, control means the ability, whether by ownership of equity interests, voting rights, contract, or otherwise, to direct the management, policy, or affairs of such entity. An entity will be considered an Affiliate only for such time as such control is maintained.
2. "Confidential Information" (as it relates to Licensor) shall mean the Software and all content, templates, videos, curriculum, drawings, diagrams, specifications, customer and supplier lists, accounting and financial information, trade secrets, business and technical "know how," processes, formulas, procedures, technology, strategies, data processing procedures, and other information or data provided to Licensee by Licensor.
3. "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work that is intentionally submitted by Licensee or a Licensed User to Licensor for inclusion in, or documentation of, any of the products owned or managed by Licensor (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Licensor, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Licensor for the purpose of discussing and improving the

Work, but excluding communication that is conspicuously marked or otherwise designated in writing by Licensee or its Representatives as "Not a Contribution."

4. **"Including"** means "including but not limited to" (whether or not capitalized).
5. **"Intellectual Property Rights"** means (i) copyrights and copyrightable works; whether registered or unregistered; (ii) trademarks, service marks, trade dress, logos, registered designs, trade and business names (including Internet domain names, corporate names and email address names), whether registered or unregistered; (iii) patents, patent applications, patent disclosures and inventions (whether patentable or not); (iv) trade secrets, processes, methods, data privacy rights, know-how and rights in designs, and (v) all other forms of intellectual property or any other proprietary rights of either Party or any third person in each case in every jurisdiction worldwide.
6. **"Licensed User"** means a Representative of Licensee who is authorized to execute the Software pursuant to this Agreement.
7. **"Representatives"** shall mean the directors, officers, employees, and agents of a party.
8. **"Software"** shall mean Licensor's computer software known as eSuite, including all related content, curriculum, templates, videos, and documentation.
9. **"Source Code"** shall mean all necessary instructions, tools, documents, computer programs or code in human readable language from which machine readable, executable code can be derived.

LICENSE RESTRICTIONS

1. **No Right to Transfer.** The license granted herein is personal to the Licensee and does not extend to any other individuals or entities. Licensee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent from Licensor, and any purported assignment or transfer without such prior written consent shall be null and void.
2. **No Right to Sublicense.** Licensee shall not have any right to sublicense the rights granted herein or use the Software in a service bureau capacity or any other manner except as expressly authorized in this Agreement.
3. **Limited Right to Copy.** Licensee may make a copy of Licensee's original Contribution(s) and the Software's content, curriculum, templates, videos, and documentation for use under the Terms of Use during the Term of the License. Licensee shall have no right to copy or reproduce or distribute Licensor's Software except as expressly authorized in this Agreement or otherwise authorized by Licensor in writing prior to such intended copying or reproduction.
4. **Reservation of Rights.** Licensor reserves all rights not expressly granted herein. Except as otherwise agreed by Licensor in writing, no express or implied license or right of any kind is granted to Licensee regarding the Licensor's Software, including any right to reproduce, copy, market, sell, distribute, transfer, translate, modify, or adapt the Software. Licensee understands that no license is granted by this Agreement to the Source Code of Licensor's Software. Licensee shall not decompile, disassemble, reverse engineer, or otherwise seek to ascertain the Source Code of the Licensor's Software in any manner, except as may be expressly permitted by law.
5. **Title.** Licensor shall retain title to the Software. Licensee agrees that, except for Licensee's license described in this Agreement, Licensee has no right, title or interest in the Licensor's Software, in any form, or in any copies thereof, including all worldwide intellectual property rights and Confidential Information rights therein. In connection therewith, Licensee agrees at all times hereafter to keep the Licensor's Software free of all security interests, liens, encumbrances, mortgages and claims whatsoever, and Licensee agrees that neither it nor anyone at its direction shall file a financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance or charge against the Licensor's Software.

6. License for Derivative Works. Each Licensed User is required to execute an End User License Agreement, which grants Licensor a license for Contributions made by Licensed Users to the Software
7. Ownership of Pre-Existing Works. Nothing in the Agreement is intended to convey any right, title or interest in or to any tools or proprietary items of Licensor (other than Software) that were in existence on or prior to the date of this Agreement. Nothing in the Agreement is intended to convey any right, title, or interest in or to any tools or proprietary items of Licensor (other than Software) or that are developed by Licensor during or after the term of this Agreement unless (and then only to the extent) the Agreement expressly provides.

WARRANTIES

1. THE SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
2. Licensor represents and warrants that it has taken reasonable steps to test the Software licensed pursuant to this Agreement for viruses and to the best of its knowledge the Software is free from viruses as of the date of delivery to Licensee by Licensor. Licensor will take commercially reasonable steps to have future updates or releases of the Software, if any, delivered to Licensee free of viruses. Reasonable steps shall mean that Licensor has used then-current industry standard tools which are designed to prevent inclusion of viruses in the Software.

LIMITATION OF LIABILITY

3. NEITHER PARTY NOR ANY OF THAT PARTY'S AFFILIATES OR REPRESENTATIVES SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OVERHEAD COSTS, AND DAMAGES ARISING OUT OF COMMITMENTS TO SUBCONTRACTORS OR PERSONAL SERVICE CONTRACTS, EVEN IF LICENSOR HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.
THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, IF ANY, ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF ANY AMOUNTS RECEIVED BY LICENSOR FROM LICENSEE UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE.

CONFIDENTIALITY

4. Each party understands that during the term of the Agreement, each party may have access to and may learn Confidential Information of the other party, including technical information, Source Codes, computer programs, ideas, and other trade secrets of the other party. Each party understands that it has no title to or rights to use the other party's Confidential Information except as expressly set forth in this Agreement.
5. Each party agrees to hold in confidence all Confidential Information of the other party and use such Confidential Information only for the purpose of this Agreement. Each party further agrees not to reproduce, distribute, or disclose the other party's Confidential Information to a third party without first obtaining the other party's express written consent. Each party will not disclose the other party's Confidential Information to anyone except its authorized Representatives who have a need to know such Confidential Information to fulfill the purpose of this Agreement.
6. These restrictions shall not apply to information: (i) that is or becomes generally known through no fault of the receiving party, (ii) that the receiving party can show was in its possession prior to its receipt from the disclosing party, (iii) that the receiving party can show was received by it from a third party not prohibited from disclosing the information, or (iv) that was developed independently by the receiving party without the use of the other party's Confidential Information or (in the case of the Licensee) Licensor's Software.
7. If disclosure of Confidential Information is required by law, subpoena or a government authority, the receiving party may make such disclosure provided that the other party is notified in writing prior to the disclosure and every reasonable effort is made to protect the other party's proprietary interests in such Confidential Information.

NOTICES

8. All written notices from one party to the other shall be deemed to have been given if sent by facsimile transmission, electronic mail, certified mail or registered or express mail or by hand delivery to the corresponding address stated on page 1 of this Agreement. All address changes shall be communicated to the other party by notice in accordance with this section.

TERMINATION

9. Licensor may terminate this Agreement if Licensee fails to cure any breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that Licensor may terminate this Agreement immediately upon notice to Licensee if Licensee breaches its confidentiality obligations under this Agreement or otherwise commits a breach that is not curable.
10. Licensee may terminate this Agreement at any time during the first year of the License Term if the Software fails to perform in accordance with the specifications provided to Licensee and such failure continues for more than thirty (30) days following written notice from Licensee, and at any time during the Term if any third party makes any claim against Licensee that the Software infringes or misappropriates any Intellectual Property.
11. Upon any expiration or termination of this Agreement, Licensee will immediately cease any and all use of the Software and the Confidential Information of Licensor, and Licensee will promptly and permanently delete all electronic copies, and return to Licensor or destroy, at Licensor's option, all tangible copies, of the Software and Confidential Information then in Licensee's possession and shall certify the same in writing to Licensor within 10 days after such expiration or termination.

INDEMNIFICATION

12. Infringement Indemnity. Licensor agrees to indemnify, defend and hold harmless Licensee and its Affiliates, as applicable by Texas State Law, (collectively, the “Indemnitees”) from and against any and all claims by third parties for damages, liabilities, penalties, fines, losses, costs and expenses including reasonable attorneys’ fees (collectively, “Losses”) arising from or relating to any claim or allegation that the Software violates, misappropriates or infringes any Intellectual Property Rights, or misappropriates any trade secret, of any third party or violates the terms of any third party software license contained within the Software provided as part of the Software. If any Software, in whole or in part, constitute or may constitute infringement, violation or misappropriation of any third party’s Intellectual Property Rights, and/or if Licensee’s use thereof is or may be enjoined, Licensor, in addition to its indemnification obligations hereunder, shall promptly either: (i) secure for Licensee rights to continue using such infringing Software; or (ii) re perform or replace such Software with comparable non infringing Software; or (iii) modify the Software so that they become non infringing. In the event Licensor is unable to procure one of the aforementioned remedies, Licensor shall, in addition to its indemnification obligations hereunder, promptly refund to Licensee all amounts paid to Licensor under this Agreement for the Software that are the subject of such infringement claim.
13. General Indemnification. Either party shall indemnify, defend and hold harmless (the “Indemnifying Party”) the other party (the “Indemnified Party”) from and against any and all Losses arising from or relating to: (i) the gross negligence or willful misconduct of Indemnifying Party, or any of Indemnifying Party’s subcontractors, employees, or representatives; (ii) the breach of any term, covenant, or obligation contained in this Agreement, by Indemnifying Party, its subcontractors, employees or representatives; and (iii) any claim with respect to bodily injury, death or damage to tangible property sustained as a result of the acts or omissions of Indemnifying Party, its subcontractors, employees or representatives.
14. Notification, Rights and Cooperation. Indemnifying Party agrees to give Indemnified Party prompt written notice of any claim subject to indemnification; provided that Indemnifying Party’s failure to promptly notify Indemnified Party shall not affect Indemnified Party’s obligations hereunder except to the extent that Indemnifying Party’s delay prejudices Indemnified Party’s ability to defend such claim. Indemnifying Party shall have the right to defend against any such claim with counsel of its own choosing and to settle such claim as Indemnifying Party deems appropriate, provided that Indemnifying Party shall not enter into any settlement that adversely affects Indemnified Party’s rights without Indemnified Party’s prior written consent. Licensee agrees to reasonably cooperate with Indemnifying Party in the defense and settlement of any such claim, at Indemnifying Party’s expense.

MISCELLANEOUS

15. Choice of Law and Forum. This Agreement and the agreements, instruments, and documents contemplated hereby will be governed by and constructed in accordance with the laws of the State of Texas (exclusive of conflicts of law principles) and will be deemed to call for performance in Nueces County, Texas. The parties consent to and agree to submit to the jurisdiction of such courts. Venue in any such dispute, whether in federal or state court, will be laid exclusively in Nueces County, Texas.
16. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous understandings or agreements with respect to the subject matter hereof.

17. Independent Contractor. Licensor is an independent contractor of Licensee and not an employee, agent, partner, joint venturer, representative, broker or principal of Licensee for any purpose. Neither Licensor nor any employee of Licensor shall acquire any of the rights, privileges, powers or advantages of an employee of Licensee, including disability insurance, vacation or sick pay or any other benefits available to Licensee employees. Licensor shall be solely responsible for all wages, benefits, taxes, withholdings, training and expenses of its employees, including the employees assigned to perform Services under this Agreement.
18. No Publicity. Neither Party shall use the other Party's name or trademark in any advertising, written sales promotion, press releases and/or other publicity matters relating to this Agreement without the other Party's written consent. Licensor acknowledges that Licensee has a no publicity policy regarding its vendor relationships. Notwithstanding the above, during the Term of this Agreement only, Licensor may list Licensee's name, but not the Licensee logo, on a customer list that it provides to prospective buyers of its products or services.
19. Force Majeure. Notwithstanding any other provision of this Agreement, no Party shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or inability to perform its obligations under this Agreement if the delay or inability arises from any cause beyond the reasonable control of that Party (each, a "Force Majeure Event"); provided, however, that Licensor shall comply with any business continuity requirements and shall use reasonable efforts to mitigate the effect and duration of such Force Majeure Event. The Parties shall promptly resume performance hereunder after the Force Majeure Event has passed; however, if a delay continues for 60 days or more, the Party not experiencing the Force Majeure Event may terminate this Agreement without penalty upon written notice to the other Party.
20. Headings. The headings used in this Agreement are for convenience of reference only and shall not be used to interpret the provisions of this Agreement.

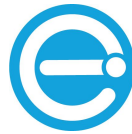


Exhibit B

Data Use and Privacy Agreement

Effective Date: 06/27/2019

This Data Use and Privacy Agreement (“Agreement”) is made by and between engage2learn (“e2L”) and the Crowley ISD (“District”), the owner of the data. e2L understands the extension of trust placed in us with our handling of District data that may be provided to us for the purpose of performing our services. In accordance with this responsibility, e2L agrees to handle the data in the following manner:

Definition of “Data”: Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. All PII will be treated in accordance with the:

- Texas Student Privacy Act (Texas Education Code § 32.151)
 - <https://statutes.capitol.texas.gov/Docs/ED/htm/ED.32.htm>
- Children’s Online Privacy Protection Rule (COPPA)
 - <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>
- Federal Education Rights and Privacy Act (FERPA)
 - <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>
- All applicable state and federal law

Rights and License to Data: All rights, including all intellectual property rights, shall remain the exclusive property of the District, and e2L has a limited, nonexclusive license solely for the purpose of performing its obligations and services. e2L does not have any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly needed to perform its services. Under the foregoing license, e2L shall have no right to sell or trade Data. Any Data held by e2L will be made available to the District upon request by the District.

Data Use and Collection: e2L will collect and use only Data which is necessary to fulfill its duties, provide services, and improve services to the District. e2L is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data and/or programs stored on District equipment will not be duplicated and/or stored by e2L on other media without the District’s express permission. The District understands that e2L may rely on one or more subcontractors to perform services. e2L agrees to share the names of these subcontractors with the District upon request. All subcontractors and successor entities of e2L will be subject to the terms of this Agreement.

Data Transfer or Destruction: e2L will ensure that all District Data in its possession and in the possession of any subcontractors, or agents to which e2L may have transferred Data, are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for their specified purpose, at the request of the District.

Security Controls: e2L will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. e2L will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. e2L will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. e2L agrees to share its incident response plan upon request.

Modification of Terms of Service: e2L reserves the right to modify this Agreement and will notify the District in advance of the effective date of revisions to the terms of this Agreement. Further, e2L agrees to notify the District should there be any material change to e2L's practices of collecting or using the District's Data.