UNPRECEDENTED DIFFERENTIATION

*Think Through Math* – a Web-based system of curriculum proven to raise math achievement for students in grades 3 through Algebra I – sets a new standard for differentiation.

SUPPORT YOUR RTI IMPLEMENTATION

**TIER 3**  Intensive intervention for students who need to rebuild their foundation

**TIER 2**  Targeted remediation for students who are working a year or two behind (on some or all concepts)

**TIER 1**  Supplemental instruction and practice for students working close to grade level

FLEXIBLE IMPLEMENTATION MODELS

*Think Through Math* can be implemented in a variety of settings with a wide range of students. Best results are achieved when students access the program a minimum of 2-3 times a week and complete 30 target lessons. A lesson requires about 30-45 minutes to complete.

<table>
<thead>
<tr>
<th>MODEL</th>
<th>TIME IN SYSTEM</th>
<th>SCENARIOS</th>
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</thead>
<tbody>
<tr>
<td>INTENSIVE</td>
<td>45 minutes a day</td>
<td>Summer School  Test Prep</td>
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<tr>
<td>SUPPLEMENTAL</td>
<td>2-3 45 minute sessions a week</td>
<td>Blended Classroom  Computer Lab  Extended Day</td>
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**Charter Schools USA**

**THINK THROUGH MATH SALES ORDER**

<table>
<thead>
<tr>
<th>Think Through Learning, Inc.</th>
<th>Bill to: Charter Schools USA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact</td>
<td>Contact</td>
</tr>
<tr>
<td>Judy Masse</td>
<td>Athena Matherly</td>
</tr>
<tr>
<td>Fed ID #</td>
<td>School</td>
</tr>
<tr>
<td>03 0468465</td>
<td>Charter Schools USA – Acadiana Renaissance Charter Academy</td>
</tr>
<tr>
<td>Street Address</td>
<td>Street Address</td>
</tr>
<tr>
<td>116 Federal Street Floor 2</td>
<td>6245 N Federal Hwy, 5th Floor</td>
</tr>
<tr>
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<tr>
<td>Pittsburgh</td>
<td>Ft Lauderdale</td>
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<td>PA</td>
<td>FL</td>
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<tr>
<td>ZIP 15212</td>
<td>ZIP 33308</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
<tr>
<td>(866) 357 - 8664</td>
<td>(800) 305 - 0693</td>
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<tr>
<td>FAX</td>
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**SUMMARY OF FEES**

**Type of License:** Individual Student License for 200 students

<table>
<thead>
<tr>
<th>Licenses</th>
<th>Cost per License</th>
<th>License Subtotal</th>
<th>Professional Services</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>200</td>
<td>$16.00</td>
<td>$3,200</td>
<td>$1,895</td>
<td>$5,095</td>
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</table>

**Program Design Notes/Comments:**
Professional Services to include Onsite Training, Implementation and follow up visits.

**SCOPE OF SERVICES**

**Differentiated Instruction Programming License**
- Adaptive Learning Pathways
- Live Certified Math Teachers Online
- Spanish Language Support

**Professional Services and Staff Development**
- Teacher Orientation Training / Professional Development
- Customized Online Workshops
- Teacher Resource Guide / Teacher Certification
- Program Design Support and Evaluation
- Ongoing Detailed Administrative and School-Level Reporting
- Online Live Classroom Support Tools

Additional rates may apply for site based evaluation, training and support. All onsite visits and fees must be accepted by both parties and coordinated with approval from the school district program manager, or assignee.

**Effective Date:** July 2014

**License Term:** 12 months

**AUTHORIZED BY**

(SIGN) (PRINT NAME) (TITLE) DATE PURCHASE ORDER NUMBER

Enter this order in accordance with the prices and specifications indicated above. Please see “Content License and Services Agreement” for the detailed terms and conditions of this proposal. Sole Source Statement: Think Through Learning, Inc. is the sole provider of the integrated learning systems Think Through Math; research-based differentiated instruction with live tutors online, simultaneously engaging below grade level learners, on grade level learners, and above grade level learners.

Created by: Judy Masse
AMENDMENT TO
SERVICES AGREEMENT

This amendment to that certain agreement for Think Through Math Licenses and Services ("Amendment") by and between Think Through Learning Inc. ("Vendor") and Acadiana Renaissance Charter Academy ("School") dated June 13, 2014, is made and is effective this 30th day of December, 2014.

WHEREAS, the student information privacy law, set forth in Acts 677 and 837 of the 2014 Regular Session of the Louisiana Legislature, and codified at La. R.S. 17:3913 and La. R.S. 17:3914 (the "student privacy law"), requires protection and confidentiality of personally identifiable student information of public school students and provides for penalties in the event of unauthorized use and/or disclosure of such information, and;

WHEREAS, the student privacy law authorizes a city, parish, or other local public school board to contract with a private entity for student and other education services and further authorizes the transfer of personally identifiable information and related records to the contracted private entity for those purposes. The student privacy law also sets forth dates on which various provisions of the law are to be complied with.

NOW THEREFORE:

Vendor, as a private entity subcontracted by the School to provide for student and education services as provided in the Agreement, in the performance of any and all of its obligations under the Agreement, agrees to protect and maintain the confidentiality of all personally identifiable student information transferred to it in connection with the Agreement and to comply and ensure compliance by Vendor and the School with all applicable provisions of the student privacy law by the dates indicated in the law, and any and all other laws governing, regulating, or pertaining to the storage, maintenance, use, and disclosure of personally identifiable student information, during the contract term and at all other relevant times.

Vendor agrees that any and all data exchanged with or transferred to it under the Agreement shall be used exclusively for the purposes enumerated in the Agreement. Vendor further agrees that it shall not, under any circumstances, allow access to, use, or release of personally identifiable student information to any person or entity except as provided in the Agreement, to the extent the Agreement does not conflict with the student privacy law, and as amended herein.

Vendor, to comply with and ensure future compliance with the student privacy law, shall develop, implement, and enforce the following, minimum requirements as set forth in the student privacy law:

[1] Authorization of access to computer systems on which student information is stored, including guidelines for authentication of authorized access. Vendor agrees to protect and maintain the security of all data, including personally identifiable student information, by implementing reasonable protective security measures as required by relevant authorities and applicable laws and
regulations. Vendor further agrees to implement reasonable authentication access controls to restrict unauthorized and unauthenticated access to personally identifiable student information.

[2] Privacy compliance standards. Vendor agrees that any and all personally identifiable student information will be stored, processed, and maintained solely on designated servers, and shall not be transferred to any other medium unless such medium is used as part of a designated backup or recovery process system or as otherwise permitted by the Agreement, this Addendum, or other applicable laws or regulations.

[3] Privacy and security audits performed under the direction of the local school superintendent. Vendor agrees to cooperate, facilitate, and participate in any and all audits conducted by all relevant regulatory authorities pursuant to applicable laws or regulations for privacy, security, and/or compliance purposes, including but not limited to the local school superintendent, and shall make available all pertinent records to auditors upon a reasonable request made during business hours for those purposes. Vendor agrees to maintain audit logs and records on a separate server, which shall be maintained for a reasonable time in accordance with applicable laws and regulations, and access to these logs shall require reasonable authentication access controls.

[4] Breach planning, notification, and remediation procedures. Vencor must establish and implement a clear data breach response plan for addressing potential breaches of personally identifiable student information, which is essential in minimizing the risk of unauthorized use or disclosure of personally identifiable student information and mitigating the negative consequences of any such breach. Vendor agrees to comply with all laws and regulations requiring notification of individuals in the event of a breach or any unauthorized use, access, and/or release of personally identifiable student information. In the event of a breach of personally identifiable student information, Vendor agrees to notify the School immediately and to assume responsibility for informing all affected individuals as required by applicable laws and regulations, and further agrees to indemnify, hold harmless, and defend the School and its employees and/or agents against any claims, damages, or other harm related to the breach of notification event.

[5] Information storage, retention, and disposition policies. Vendor agrees that, upon termination of the Agreement, it shall return all data, including any and all personally identifiable student information, to the Foundation within a reasonable time, not to exceed thirty (30) days from termination of the Agreement, in a usable electronic form, and shall remove from its servers and erase, destroy, or render unreadable all data in a manner that prevents physical reconstruction or restoration of that data.

Vendor and the School acknowledge that any unauthorized disclosure or use of personally identifiable student information may irreparably damage the School in such a way that adequate compensation could not be recovered in damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any personally identifiable student information shall give the School the right to seek injunctive relief restraining such unauthorized use or disclosure, in addition to all other available legal remedies available. Vendor confirms that any such unauthorized disclosure or risk of disclosure shall constitute irreparable harm to the School and consents to a temporary restraining order, preliminary injunction or permanent injunction without bond in the event the School must take action to enforce the provisions of this Amendment.
Vendor is permitted to disclose any information protected hereunder to its employees, agents, authorized subcontractors, or auditors, on a “need-to-know” basis only or for purposes not prohibited by the student information privacy law or other applicable laws and regulations, provided that all such individuals and/or entities have executed a written confidentiality agreement as appropriate under the circumstances.

School, to further comply with the student privacy law, shall make available on its internet website information about the transfer of personally identifiable student information, no later than ten (10) business days following execution of this agreement providing for a transfer of personally identifiable student information, and in any event, no later than January 1, 2015. Such information shall remain available for the duration of the agreement and shall include, at a minimum, all of the following:

[1] A profile of each authorized recipient of such information;

[2] A copy of the signed agreement between the department and the authorized recipient;

[3] A complete listing of all of the data elements authorized to be transferred;

[4] A statement of the intended use of the information, including references to legal authority or legal requirements associated with the transfer of such information;

[5] The name and contact information of the individual serving as the primary point of contact for inquiries about the agreement;

[6] A process by which parents of students attending public schools may register a complaint related to the unauthorized transfer of personally identifiable student information.

Vendor agrees it shall not sell, transfer, share, or process any student data for use in commercial advertising, or marketing, or any other commercial purpose, unless otherwise stipulated in a contract for services as provided in accordance with the requirements of Louisiana privacy laws including but not limited to La. R.S. 17:3913 and 17:3996.

IN WITNESS WHEREOF, this 17th day of March 2015, the undersigned have executed this Amendment to the Agreement.

Think Through Learning Inc.

By: [Signature]
Name: Christian J. Swango
Title: CFO
Date: March 17, 2015
Acadiana Renaissance Charter Academy

By: [Signature]
Name: C. Stavish
Title: Principal
Date: 3/25/15