

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
July 14, 2015

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

Chief Financial Officer – Vickie DePratter:

1. The Superintendent recommends approval of the following changes to be made to the purchasing cards issued through First Federal Bank of Florida: **(pg. 3)**
 - a. Issue a new card to Malcolm Hines, Principal of Suwannee High School, in the amount of \$5,000
 - b. Issue a new card to Marsha Tedder, Principal of Suwannee Primary School, in the amount of \$5,000
 - c. Transfer the existing card for Amy Boggus from Principal of Suwannee Primary School to Principal of Suwannee Elementary School, in the amount of \$5,000
 - d. Cancel the existing card for Deidre McManaway, Principal of Suwannee Elementary School, in the amount of \$5,000
 - e. Issue a new card to Ted Roush, Assistant Superintendent of Administration, in the amount of \$5,000

Assistant Superintendent of Administration – Ted Roush:

2. The Superintendent recommends approval of the 2015-2016 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools. (A copy is available for review in the office of the Assistant Superintendent of Administration.) **(pg. 4)**

Assistant Superintendent of Instruction – Janene Fitzpatrick:

3. The Superintendent recommends approval of the following contracts/agreements for the 2015-2016 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2016-30 Blended Learning Program Agreement between Edgenuity, Inc. and Suwannee County School Board (*Renewal*) (pgs. 5-18)
- #2016-31 Virtual Instruction Provider Agreement between Edgenuity, Inc. and Suwannee County School Board (*Renewal/Revised*) (pgs. 19-39)

Director of Food Service – Lisa Dorris:

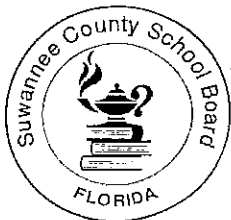
4. The Superintendent recommends approval of the following personnel item for the 2015-2016 school year:
 - a. Add seven temporary 3-hour Food Service Worker positions (one at each cafeteria/school site) to assist with the implementation of Breakfast in the Classroom (pg. 40)

Director of Human Resources – Dr. Bill Brothers:

5. The Superintendent recommends approval of the following personnel items for the 2015-2016 school year:
 - a. Job Description #160 – Transitioning Adults to Postsecondary (TAP) Coordinator (*New*) (pgs. 41-44)
 - b. Job Description #21 – Coordinator of Health Services and Attendance (*Revised*) (pgs. 45-47)
 - c. Add one Transitioning Adults to Postsecondary (TAP) Coordinator position at RiverOak Technical College (*Funded by ABE Grant.*) (pg. 41)
6. Personnel Changes List (pgs. 48-49)

Adjourn

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry Scarborough, Superintendent of Schools

FROM: Vickie Music DePratter, Chief Financial Officer *VMD*

DATE: June 30, 2015

RE: Agenda Item for July 14, 2015, Special Meeting

RECOMMENDATION:

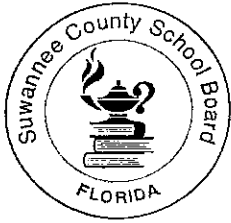
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4. Cancel existing card for Deidre McManaway, Suwannee Elementary School Principal in the amount of \$5,000
5. Issue new card to Ted Roush, Assistant Superintendent for Administration, in the amount of \$5,000

BACKGROUND:

Board action is required in order to initiate corporate card changes for the District.

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LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Ted Roush, Assistant Superintendent of Administration

THRU: Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE: July 1, 2015

RE: Agenda Item for the July 14, 2015 Special Board Meeting

RECOMMENDATION:

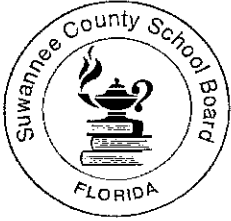
The Superintendent recommends approval of the 2015-2016 Suwannee District Schools Student Conduct and Discipline Code for all elementary and secondary schools. (A copy is available for review in the office of the Assistant Superintendent of Administration.)

BACKGROUND:

The 2015-2016 Student Conduct and Discipline Code was reviewed with the Board at the Workshop on Tuesday, July 14, and reflects the changes discussed with the Board members.

TR/dr

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LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU: Vickie Music DePratter, Chief Financial Officer

DATE: July 7, 2015

RE: Agenda Item for the July 14, 2015, Special Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following Agreement:

2016-30 Blended Learning Program Agreement between the Suwannee County School Board and Edgenuity, Inc. for the 2015-2016 school year. *(Renewal)*

BACKGROUND:

This agreement is to renew the relationship between the School/District and Edgenuity, Inc. for a Blended Learning Program (BLP). Edgenuity, Inc. will invoice the school district for each billable enrollment at \$225.00 per each half credit enrollment. Blended learning courses are billable upon enrollment. This will be paid out of the general fund.

BLENDED LEARNING PROGRAM AGREEMENT**BETWEEN**

Edgenuity, Inc. and Suwannee County School Board

This Agreement is effective July 1st, 2015 and is entered into by and between the, Edgenuity Inc., a Nevada corporation and provider of virtual instruction services, at address 8860 E. Chaparral, Scottsdale, Arizona, 85250 [hereinafter "Provider"] and Suwannee County School Board, at address 702 2nd Street, Live Oak, Florida 32064 [the "District"]. Both Provider and District agree, their relationship as a Blended Learning Program (BLP) is governed by the terms and conditions set forth herein, and there are no provisions, representations, undertakings, agreements or collateral agreements between the parties other than as set forth in this Agreement.

Provider and the District agree to the Description of Work contained in **Attachment A** (Payment Terms and Conditions) and **Schedule B** the Subscription Services Terms and Conditions, attached hereto and are incorporated herein as part of the Agreement, as true and accurate.

Blended Learning Program: means a District school whereby two (2) or more students are working on the Edgenuity course(s), taught by an Edgenuity certified teacher, in a learning location at a school with a dedicated BLP facilitator.

The District must provide its formal request for courses with anticipated number of enrollments per school *for each course* no less than 45-days in advance of their anticipated start date.

Role of Provider

1. Provider will provide the necessary teachers* for each Blended Learning Program (BLP) commencing on as of an agreed start date. All teachers/instructional staff will be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Charter §1012, Florida Statutes. Provider will ensure all employees and contracted personnel undergo background screening as required by §1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to District for verification of compliance and according to Provider's standard procedures.
 - *Teachers will:
 - i. Act as a resource for student questions
 - ii. Ensure, in cooperation with the BLP facilitator, that students are not cheating and/or plagiarizing content.
 - iii. Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Client Relationship Specialist
 - iv. Verify student mastery of content through review of assessments and ongoing student and teacher interaction. Convey incidents and consequences to the student and facilitator
2. Provider will, for each enrolled student, provide all necessary online courseware and instructional support as defined by the Subscription Services Terms and Conditions, attached hereto as **Schedule B** and incorporated herein via this reference, and through any guidelines established by joint written agreement between the District and Provider.
3. To provide training for:
 - A BLP school facilitator, to include an emphasis on Blended Learning support strategies.
 - Each of the District's school guidance counselor(s).
 - The District and school administration.
4. Provider will offer an online registration process with workflows appropriate for the BLPs.

5. Provider will offer ongoing virtual and/or face-to-face support from the Provider's Virtual Instructor, Client Relationship Specialist, Professional Development Consultant, and Provider's support staff.
6. Provider will offer highly-qualified, state-certified instructors.
7. Provider will offer direct instruction by virtual certified teachers using a mutually agreed upon combination face to face classroom visits and/or online instructional techniques consisting of synchronous teaching tools as agreed to by Provider and the District.
8. Provider will provide students with access to on-demand Concept Coaches who can work with students in real-time to understand difficult concepts. The Provider will ensure that all Concept Coaches possess the required Florida Department of Education background clearances required for education vendors.
9. Provider will offer ongoing evaluation and support.
10. Provider will offer progress monitoring tools at student and school level.
11. Provider will submit invoicing for applicable enrollments.
12. Provider will submit the data required for the District's Full Time Education reporting.
13. Provider agrees, to the extent required by §119.0701 Florida Statute (2013), public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of law.

Role of District

1. District will manage the day-to-day operations, subject in all cases to comply with applicable law and school policies.
2. District will verify all enrolled students are residents of the State of Florida, within the boundaries subject to the District.
3. District will provide appropriate accommodations in which to administer state-mandated standardized testing. The District shall also be responsible for receiving, distributing, administering, proctoring and returning all-state-standardized tests in accordance with documented state policies and procedures.
4. District will provide any required services to support a student's Individual Education Plan [IEP], consistent with the legal requirements for serving students with special needs.
5. District will provide an English Language Learner [ELL] certified teacher for students requiring ELL education that will meet all ELL eligibility requirements, unless otherwise agreed by both parties in writing. Provider may make recommendations for ELL accommodations within the Provider courses or offer other services and elective courses to meet this need.
6. District will manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
7. District will create and manage all marketing and promotional materials, collateral, advertisements or solicitations associated with recruiting, registering, and orienting students to the Blended Learning Program.
8. District will provide administrators and/or counselors to provide student and/or parent counseling/administrative support as needed.

9. District will designate a Dedicated Blended Learning Program (BLP) facilitator* to monitor students and verify attendance to Provider. Note: BLP facilitator *does not* have to be a certified Instructor. *The BLP facilitator will:
 - i. Provide supervision through close proximity while circulating the lab.
 - ii. Encourage students to seek support from Provider's instructors and Concept Coaches.
 - iii. Encourage students to seek support from the facilitator.
 - iv. Discourage inappropriate collaboration among students.
 - v. Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same Provider coursework
 - vi. Require that students protect their password information and coursework.
 - vii. Protect students' user names, passwords, and other private information.
 - viii. Adjust seating arrangements to help promote students' integrity.
 - ix. Communicate with the student, Provider virtual instructor and Provider's Client Relationship Specialist with regards to concerns and consequences.
10. District will accept Provider's standard publications for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook) if the District does not already have one in place for school policies and procedures, hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).
11. District will report to the state for payment for all students served under this Agreement, as reported to the District by Provider.
12. District will pay Provider in accordance with the payment terms described by the Payment Terms and Conditions attached hereto as **Attachment A** (Payment Terms and Conditions), and the source of funding.
13. District will provide information to parents and students about their right to participate in a BLP.
14. District will provide the diplomas for graduating seniors.
15. District will provide student computer access (4-6 hours each week per course) and other minimum technology required as listed on Provider's website.
16. District will provide two-way long distance communication access for Provider's BLP facilitator for student phone calls.
17. District will provide access as needed to stakeholders involved in the success of the BLP for training and communications from Provider.
18. District will provide to Parents notification of student's participation in the Blended Learning Program.
19. District will report the facilitator's contact information [both phone number(s) and e-mail address(es)] to be assigned to these enrollments.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

This Agreement incorporates the Edgenuity Subscription Services Terms and Conditions, attached hereto as Schedule B and incorporated herein via this reference, and each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of Provider's instructional model across BLPs to ensure the best possible experiences for their students.

MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.



PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts Provider or District from participating in similar activities with other public or private agencies, organizations, and individuals.

PRINCIPAL CONTACTS. Contact your Account Executive (AE) with questions concerning this agreement. The principal contacts for this instrument are:

School or District: Suwannee County School Board Provider: Edgenuity, Inc.

Authorized Official: Lisa Garrison Authorized Official: D. Greg Guy

COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination and Immigration. In accordance with the Family Educational Rights and Privacy Act [FERPA] (20 U.S.C. §1232g; 34 CFR Part 99), Suwannee County School Board shall hold title to student records maintained by Suwannee County employees under the terms of this Agreement and such student records shall be subject to state, federal and local regulations concerning confidentiality. The retention and storage of student records shall be the responsibility of the Suwannee County School Board. Pursuant to 34 C.F.R. 99.31(a)(1)(i)(B)(1), Suwannee County School Board shall disclose student records to SCHD for the sole purpose of performance under this Agreement. The school principal shall monitor and shall be responsible for access to the student records by school personnel.

COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through June 30, 2016 at which time it will expire unless extended.

LIABILITIES. It is understood that neither party hereto is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.

THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: Suwannee County School Board
Suwannee County, Florida

Chairperson, Suwannee County School Board

Date: _____

Signature: _____

Name: Jerry A. Scarborough Title: Superintendent of Schools

FOR: Edgenuity, Inc.

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A

Payment Terms and Conditions

Edgenuity Curriculum and Instructional Services - FLORIDA BLENDED LEARNING PROGRAM PRICING	
Instructional Services Program Options	Pricing
Course enrollment options - includes courseware and FL certified teacher	
Teaching Services/Supplemental - per semester course enrollment*	\$ 225.00 per semester course enrollment
Block enrollments – one block = 50 course enrollments. A minimum of 2 blocks required.	\$ 7,500.00 per block
VS Teaching Services - per semester course enrollment or block	
<p>This service provides students with an Edgenuity semester course for a 5 month enrollment period and an academic support team comprised of highly qualified and state certified instructors and on demand concept coaching:</p> <ul style="list-style-type: none"> • Instructors augment course content via remediation, modification and enrichment through web meetings, virtual office hours, and email communication. Instructors also grade course assignments and projects. • Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science. • The academic support team monitors student progress and proactively communicates with students, parents, and school staff. 	
<p>Subscription Services Terms and Conditions – attached hereto as Schedule B the incorporated herein by this reference.</p> <p>Payment Terms and Conditions</p> <p>Quarterly Billing:</p> <ul style="list-style-type: none"> • For per course enrollment pricing*, Edgenuity will provide enrollment rosters on October 5, December 5, February 5, and June 5 on all active enrollments to be invoiced. *The grace period for per-course enrollment pricing is 30 days • The customer will have an opportunity to review and provide updated information to Edgenuity by the 15th of the billing month. • Invoices will be sent on the 16th of each billing month and the term is net 30. • For block enrollment pricing, Edgenuity will invoice customer upon receipt of signed quote. • AP courses may have a non-refundable \$125 materials-fee associated with the enrollment. 	



STANDARD TERMS AND CONDITIONS

These terms and conditions (**Standard Terms**) apply to the subscription for the Edgenuity Learning Management Software Service (**Service**). The Agreement for the Service consists of these Standard Terms and the applicable Quote (which references the purchased services, term, pricing, and other terms of the order).

1. **LEARNING MANAGEMENT SOFTWARE SERVICE.** This Agreement provides Customer access to and usage of Edgenuity's internet-based learning management software service solely for internal education-related and training-related purposes of the Customer.
2. **USE OF SERVICE.**
 - a. **Customer Owned Data.** All data and materials uploaded or entered within the Service by Customer remains the property of Customer, as between Edgenuity and Customer (**Customer Data**). Customer grants Edgenuity the right to use the Customer Data solely for purposes of performing under this Agreement. During the term of this Agreement, Customer may export its Customer Data to the extent allowed by functionality within the Service. Customer warrants and represents that Customer has appropriate rights to any Customer Data added to the Service.
 - b. **Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Edgenuity promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Customer may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Customer. Customer is responsible for compliance by such Customer authorized third parties with this Agreement.
 - c. **Licensed Material.** All audio, video and other content, curriculum, documentation and software (including without limitation applets and animations) provided by Edgenuity as part of the Service (**Licensed Material**) are licensed to Customer as follows: Edgenuity grants Customer a non-exclusive, non-transferable license during the term of each Quote to access and use such Licensed Material for internal educational and training purposes solely in connection with the Service. Notwithstanding anything contained in this Agreement to the contrary, the terms regarding all Edgenuity third party web services are governed by Attachment A.1. Attachment A.1 is updated from time to time by Edgenuity. The current version can be found on Edgenuity's website at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>
 - d. **Professional Development.** All implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals will be provided by Edgenuity per the applicable Quote.
 - e. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service under the terms of Edgenuity's support policies (**Support**), which is located at www.edgenuity.com/support. In addition, the Service will be updated with all bug fixes, and enhancements to the Service when generally made available.
3. **WARRANTIES and DISCLAIMERS.**
 - a. **Compliance Warranty.** Each party will comply with, and will cause each of its employees, agents, and contractors to comply with, all laws applicable to its performance under this Agreement, including without limitation Family Educational Rights and Privacy Act (**FERPA**) and Children's Online Privacy Protection Act (**COPPA**).
 - b. **Professional Development Warranty.** Edgenuity warrants that it will provide Professional Development in a professional, workmanlike manner consistent with the terms of this Agreement and in accordance with generally accepted industry standards.
 - c. **Edgenuity Service Warranty.** Edgenuity warrants that commercially reasonable efforts will be made to maintain the online availability of the Service. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SERVICE AND REFUND THE PORTION OF THE FEE ATTRIBUTABLE TO SUCH NON-CONFORMING SERVICE.
 - d. **DISCLAIMERS.** ALL LICENSED MATERIAL IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SERVICES INCLUDING PROFESSIONAL DEVELOPMENT ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE LICENSED MATERIAL AND SERVICE ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

Schedule B**4. PAYMENT.**

- a. **Invoicing.** Unless otherwise provided in the Quote, Customer agrees to pay the amount of each invoice net 30 days after the invoice date.
- b. **Professional Development.** Any professional development purchased will expire at the end of the term stated on the applicable Quote.
- c. **Taxes.** Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote (except for any Edgenuity income or Edgenuity employee taxes).

5. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information (PII) as defined by applicable law, disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how, Licensed Material, and other items provided by Edgenuity as part of the Service are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Licensed Material. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the Service or Licensed Material or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or their related systems or networks; (iv) use the Service or Licensed Material for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Service or the Licensed Material or modify, create derivative works based on the Service or any Licensed Material; or (vi) access the Service or use the Licensed Material to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

7. TERM AND TERMINATION.

- a. **Term.** This Agreement continues until all Quotes have terminated.
- b. **Funding-Out Clause.** Customer's payment obligation is conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing before such termination, and will provide Edgenuity sufficient legal documentary proof of the non-availability of the funds. If Customer terminates Agreement under 7(b), Customer agrees not to acquire similar services from a third party for the remainder of the term of the Agreement.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Service and the Licensed Material associated with a Quote within 10 days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(c), if either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

- e. **Return of Customer Data.** Within 60-days after termination, upon request Edgenuity will make the Service available for Customer to export such data as provided in Section 2(a).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Property Upon Termination.** Upon termination of this Agreement for any reason, Customer must pay Edgenuity for any amounts owed, and destroy or return all property of Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

8. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

9. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Service violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies Edgenuity of the claim in writing, cooperates with Edgenuity in the defense, and allows Edgenuity to solely control the defense or settlement of the claim. Edgenuity will pay infringement claim defense costs, Edgenuity-negotiated settlement amounts, and court awarded damages incurred as part of its obligations under this Agreement. If such a claim appears likely, then Edgenuity may modify the Service, procure the necessary rights, or replace the infringing part of the Service with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Service and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party web services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under applicable law, Customer will defend, indemnify and hold harmless Edgenuity from and against any third party claims, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) Customer's negligence, misconduct or breach of this Agreement, (ii) any Customer Data or third party content, products, services or systems, including their integration or their required third party integration with the Service, and (III) any Customer violation of applicable law which results in third party claim against Edgenuity.

10. OTHER TERMS.

- a. **Governing Law.** This Agreement is governed by Florida Law and is enforceable in the state circuit court located in Suwannee County, Florida.
- b. **Entire Agreement and Changes.** This Agreement, the Attachments and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise or inducement not included in this Agreement is binding. No modification of this Agreement is effective unless signed by both parties, and no waiver is effective unless the party waiving the right signs a waiver in writing.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Service, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of internet services, any third party service and telecommunication services.

Schedule B

- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms.** Edgenuity rejects additional or conflicting terms of any Customer form-purchasing document.
- i. **Order of Precedence.** If there is an inconsistency between this Agreement and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- j. **Survival of Terms.** Any terms that by their nature survive termination of this Agreement for a party to assert its rights and receive the protections of this Agreement, will survive.

Attachment A.1**Addendum for Third Party Terms**

This Attachment A.1 for Third Party Terms ("**Addendum**") is between Edgenuity, Inc. and customer (**Customer**). This Addendum is part of the Subscription Services Agreement between the parties (**Agreement**) and is governed by the terms of the Agreement.

1. DEFINITIONS.

Third Party Service means a web based software service procured by Edgenuity from a third party for use by Edgenuity in connection with the Service or Hardware.

Hardware means any hardware marketed or supplied by Edgenuity and identified on a Quote.

2. GENERAL.

- a. **Third Party Web Services.** Edgenuity is not the vendor of such Third Party Service however such Third Party Services are provided under the terms of the Agreement and any additional terms included within this Addendum, except for the Middlebury Interactive Services, which is governed by their terms, as further detailed below.
- b. **Hardware.** Edgenuity is not the manufacturer of such Hardware and such Hardware is provided subject to the separate sale terms provided by the manufacturer (including without limitation, return and exchange terms), all of which Customer agrees to abide by. Edgenuity makes no warranties with respect to the Hardware and any pre-installed associated software. Customer hereby grants Edgenuity permission to provide remote technical support for setup and diagnostic purposes for a new appliance if required. Customer owns the Hardware and has a license to any pre-installed software, subject to the applicable license agreement. Upon termination of the Agreement, Edgenuity will remotely remove any and all Edgenuity content and software from the Hardware. During the term of the Agreement, if Customer modifies Hardware in any way, it may void the manufacturer's warranty.

3. THIRD PARTY SERVICES. Some but not all of Edgenuity's Third Party Services are listed below.

- a. **ExploreLearning Gizmos.** Without limiting any of the provisions of Section 2 above, access to and use of any ExploreLearning Gizmos (**Gizmos**) provided by Edgenuity are governed by the following additional terms:
 - Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (i) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (ii) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students;
 - A Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software.
 - Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
- b. **Middlebury Interactive Services (MIL).** Without limiting any of the provisions of Section 2 above, if the Agreement includes any Middlebury Interactive Services products, including but not limited to *Powerspeak*, Customer acknowledges that with the use of MIL's products, the Customer is subject to MIL's terms. For further information, please refer to MIL's terms which can be found online at: <http://middleburyinteractive.com/index.php/faqs/terms-of-use>. Customer understands and agrees that any access to or use of MIL products provided by Edgenuity to Customer or any of its users in contravention of the foregoing terms constitutes a material breach, and that if Customer desires to use a MIL Products in a manner that is not authorized, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
- c. **Education Testing Services (ETS) e-rater® Scoring Service.**
 - The score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made.
 - The user understands and agrees that the e-rater® Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. User shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the e-rater® Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose.

Schedule B

- THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- With regard to essays submitted to the site, you hereby grant to ETS a non-exclusive, royalty-free, perpetual, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally-identifiable information that may be associated with the papers. This license shall survive the termination of any license granted herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.
- d. **Sophia® Learning Inc.** If this Agreement includes any Sophia Learning Inc. courses for use, the following language applies to any such purchase or use: "Customer agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."

4. THIRD PARTY HARDWARE AND SERVICES WARRANTIES.

- a. **Hardware and Third Party Services Warranties.** ALL HARDWARE AND THIRD PARTY SERVICES ARE PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.
 - Edgenuity transfers to Customer, to the extent transferable, transferrable warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or Third Party Service. Edgenuity's sole obligation with respect to Hardware and Third Party Service will be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Customer makes against the manufacturer of the Hardware or Third Party Service.
 - Customer, recognizing that Edgenuity is not the manufacturer of Hardware or Third Party Service, expressly waives any claim that Customer may have against Edgenuity for product liability or infringement of any intellectual property right with respect to any Hardware or Third Party Service, as well as any right to indemnification from Edgenuity on account of any such claim made against Customer by a third party.
- b. **Additional Disclaimers.** All additional disclaimers in the Agreement apply.

Schedule B

Attachment B.1**Addendum for Instructional Services**

This Addendum for Instructional Services (**Addendum B.1**) is between Edgenuity, Inc. and customer (**Customer**). This Addendum is part of the Subscription Services Agreement (**Agreement**) only if Instructional Services are included in a Quote. Addendum is governed by the terms of the Agreement.

1. DEFINITIONS.

Instructional Services means services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of student outcomes, and other services as stated in a Quote.

Virtual Program means a program of instruction created through technology and provided by Edgenuity, in which the student and teacher are separated by time, space, or both.

2. INSTRUCTIONAL SERVICES.

- a. **Edgenuity Teachers.** If specified in the Quote, Edgenuity will provide students with virtual access to teachers or coaches (or both) who are hired, trained, supervised and paid by Edgenuity.
 - Edgenuity teachers will be available during reasonable business hours.
 - Edgenuity teachers will assist in the virtual delivery of the Licensed Material to students.
 - Customer may make recommendations regarding the hiring, dismissal, discipline, and supervision of Edgenuity teachers, which recommendations Edgenuity may accept or reject in its sole discretion. No such recommendations are binding on Edgenuity, and as between Customer and Edgenuity, Edgenuity will have sole authority regarding such individuals.
- b. **Policies and Procedures.** Edgenuity may implement instructional policies and procedures for purposes of student outcomes that are in addition to or differ from existing Customer policies and procedures.
 - Where conflicts exist between regarding policies, Edgenuity policies and procedures will take precedence unless otherwise agreed to by both parties in writing.
 - Edgenuity will interpret and follow applicable Customer instructional policies according to the actual policy language and in accordance with applicable law.
 - If Customer is utilizing Edgenuity's NCAA compliant Instructional Services, Customer must abide by all policies and procedures specific to NCAA guidelines.
- c. **Virtual Program Liaison.** Customer must designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional Services and the Virtual Programs throughout the Term (**Primary Liaison**).
 - Customer may change the identity of the Primary Liaison from time to time upon reasonable written notice to Edgenuity. The Primary Liaison will serve as the primary point of contact for all communications with Edgenuity related to the Virtual Programs and for coordinating efforts necessary for the fulfillment of Customer's obligations as specified in this Agreement with respect to the Virtual Programs.
- d. **Administrative Services.** Customer shall be responsible for all day-to-day management of the Virtual Programs, subject in all cases to compliance with applicable law and Customer policies.
- e. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency", and is responsible for the provision of special education.
 - The following are not services provided by Edgenuity: providing special education, creating, implementing or providing Individualized Education Programs (IEP), providing reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act, or any similar law, whether federal, state or local.
 - Notwithstanding the foregoing, Edgenuity will discuss, formulate and make adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, but solely to the extent that Edgenuity may do so without incurring direct or indirect costs.
- f. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing. Customer is also responsible for receiving, distributing, administering, proctoring and returning any and all state-mandated, standardized tests in accordance with applicable and documented state law, policies and procedures.

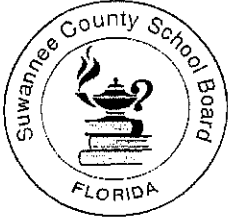
3. TERM AND TERMINATION.

- a. **Term.** This Addendum will continue for the duration specified in the Quote, unless earlier terminated in accordance with the terms of this section or the Agreement (**Term**).

Schedule B

- b. **Non-Solicitation.** During the Term, and for a period of 1 year thereafter, Customer may not, directly or indirectly, solicit or make offers of employment to hire, in any capacity, or accept any services or work, from any employees, or contractors of Edgenuity who are associated (either directly or indirectly) with the performance of Instructional Services.
- 4. **WARRANTY.** Edgenuity warrants that it will provide Instructional Services in a professional, workmanlike manner consistent with the terms of this Agreement and in accordance with generally accepted industry standards.
- 5. **DISCLAIMER.** EXCEPT FOR WARRANTIES STATED ABOVE, ALL INSTRUCTIONAL SERVICES ARE PROVIDED "AS IS." ALL OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

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Superintendent of Schools

JERRY TAYLOR
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CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU: Vickie Music DePratter, Chief Financial Officer *FOR VMD*

DATE: July 7, 2015

RE: Agenda Item for the July 14, 2015, Special Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following Agreement:

2016-31 Virtual Instructional Program Agreement between the Suwannee County School Board and Edgenuity, Inc. for the 2015-2016 school year. *(Renewal)*

BACKGROUND:

This agreement is to renew a relationship between the School/District and Edgenuity, Inc. for a Virtual Instructional Program (VIP). Edgenuity, Inc. will invoice the school district for each billable enrollment at: \$200.00 per semester course enrollment, \$1,800.00 for full-time enrollment per semester. Virtual courses are billable upon successful completion. This will be paid out of the general fund.



VIRTUAL INSTRUCTION PROVIDER AGREEMENT

This Agreement for services ("Agreement") made and entered into by and between Edgenuity, Inc. (Hereafter referred to as "VIRTUAL INSTRUCTION PROVIDER," or "Edgenuity") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and The School Board, School District, or Local Government of Suwannee County School Board (hereinafter referred to as "CLIENT"), having principal offices at 702 2nd Street, Live Oak, Florida 32064.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the 1st day of July, 2015 (the "Effective Date").

CLIENT and VIRTUAL INSTRUCTION PROVIDER agree to the Description of Work contained in Attachment A ("Description"); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); Schedule D ("The Subscription Services Terms and Conditions"), and all are incorporated herein as part of the Agreement, as true and accurate.

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the VIRTUAL INSTRUCTION PROVIDER, whichever is later.

TERM

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one year renewal after written acceptance and approval from both parties.

Edgenuity, Inc.

By: _____
Name: _____
Title: _____
Date: _____

CLIENT

By: _____
Name: Jerry A. Scarborough
Title: Superintendent of Schools
Date: _____

Chairperson, Suwannee County School Board

ATTACHMENT A**Description of Work**

As more fully set forth in Attachment B, the VIRTUAL INSTRUCTION PROVIDER is to assist in the operation of a K–12 virtual-school that provides a free-to-students, full-time 180-day online instructional program to eligible students during the 2015/16 school year. The VIRTUAL INSTRUCTION PROVIDER is to provide each student with all necessary online courseware and instructional support provided as set forth in Attachment B, and as further defined by Schedule D the Virtual Instruction Provider's Subscription Services Terms and Conditions incorporated herein by this reference, and through any subsequent changes established by joint written agreement between CLIENT and VIRTUAL INSTRUCTION PROVIDER. Any instructional staff provided by VIRTUAL INSTRUCTION PROVIDER must be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The VIRTUAL INSTRUCTION PROVIDER will ensure all employees and contracted personnel undergo background screening as required by s. 1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the VIRTUAL INSTRUCTION PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to VIRTUAL INSTRUCTION PROVIDER. VIRTUAL INSTRUCTION PROVIDER agrees, to the extent required by §119.0701 Florida Statute (2013), public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of law.

All curriculum and course content must align to Florida's Next Generation Sunshine State Standards. The VIRTUAL INSTRUCTION PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in Schedule D the Virtual Instruction Provider's Subscription Services Terms and Conditions incorporated herein by this reference. As required in s. 1002.45, a detailed curriculum plan is provided in **Attachment C** that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject. For districts who select the provision of a full-time virtual instruction program to students in grade 9-12, the VIRTUAL INSTRUCTION PROVIDER will report the successful completion of courses to the CLIENT and it is the CLIENT's responsibility to confirm that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43. The VIRTUAL INSTRUCTION PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education.

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination and Immigration. In accordance with the Family Educational Rights and Privacy Act [FERPA] (20 U.S.C. §1232g; 34 CFR Part 99), Suwannee County School Board shall hold title to student records maintained by Suwannee County employees under the terms of this Agreement and such student records shall be subject to state, federal and local regulations concerning confidentiality. The retention and storage of student records shall be the responsibility of the Suwannee County School Board. Pursuant to 34 C.F.R. 99.31(a)(1)(i)(B)(1), Suwannee County School Board shall disclose student records to SCHD for the sole purpose of performance under this Agreement. The school principal shall monitor and shall be responsible for access to the student records by school personnel.

Role of the CLIENT

1. Assign virtual school students at school number 7001 under the appropriate provider by code and other actions required by the Florida Department of Education.
2. Verify the enrolled students are eligible to participate in the virtual school.
3. Provide testing locations for all students for any required testing and to administer any required testing; to provide readiness screening for students entering grade K.
4. Provide any required services to support a student's IEP consistent with the legal requirements for



serving students with special needs in a virtual school.

5. Provide an English Language Learner [ELL] certified teacher for students requiring ELL education that will meet all ELL eligibility requirements, unless otherwise agreed by both parties in writing. Provider may make recommendations for ELL accommodations within the Provider courses or offer other services and elective courses to meet this need.
6. Manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
7. Create and manage all marketing and promotional materials, collateral, advertisements or solicitations associated with recruiting, registering, and orienting students to the Virtual School.
8. Provide administrators and/or counselors to provide student and/or parent counseling/administrative support as needed.
9. Designate to the VIRTUAL INSTRUCTION PROVIDER, a CLIENT Liaison to act for the CLIENT in all matters pertaining to this contract and to accept and approve all deliverables and invoices.
10. Accept standard publications of the VIRTUAL INSTRUCTION PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).
11. For payment, report to the state all students served under this Agreement as reported to the CLIENT by the VIRTUAL INSTRUCTION PROVIDER.
12. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.
13. Provide any required information to parents and students about their right to participate in CLIENT's virtual school.
14. Provide a diploma for graduating seniors.
15. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the VIRTUAL INSTRUCTION PROVIDER under the terms of this Agreement.
16. Provide to the students any software or equipment necessary for students to view, perform or receive Provider's content, including but not limited to laptop computers or personal computers. Virtual Instruction Provider will, if requested by CLIENT, install local media devices at CLIENT's cost.

**ATTACHMENT B**
Payment Terms and Conditions

Instructional Services - Program Options		Pricing
Course enrollment options - includes courseware and FL certified teacher		
Teaching Services/Supplemental - per semester course enrollment* (Applicable cost of Edgenuity Content and SIS access within this offering is \$50.00)		\$ 200.00
Teaching Services - full-time enrollment (per semester*) (Applicable cost of Edgenuity Content and SIS access within this offering is \$300.00)		\$ 1,800.00
Edgenuity Content/SIS - per semester* course enrollment		\$10.00
Concept Coach only - per course enrollment fee [minimum required]		\$ 25.00
VS Teaching Services - *per semester course enrollment		
This service provides students with an Edgenuity semester course for a 5-month enrollment period and an academic support team comprised of highly qualified and state certified instructors and on demand concept coaching:		
<ul style="list-style-type: none">Instructors augment course content via remediation, modification and enrichment through web meetings, virtual office hours, and email communication. Instructors also grade course assignments and projects.Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science.The academic support team monitors student progress and proactively communicates with students, parents, and school staff.		
Teaching Services - full-time semester enrollment - per semester/monthly		
<ul style="list-style-type: none">This service provides full-time students with up to 6 Edgenuity semester courses for a 5-month enrollment period and an academic support team comprised of highly qualified and certified instructors, concept coaches, and success coaches.Instructors augment course content via remediation, modification and enrichment through web meetings, virtual office hours, and email communication. Instructors also grade course assignments and projects.Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and ScienceThe academic support team monitors student progress and proactively communicates with students, parents, and school staff.The full-time student will also receive a dedicated Success Coach. The Success Coach is a mentor who provides guidance for students enrolled full-time in online Edgenuity courses. They provide orientation services for students and parents, create individualized learning plans with students, monitor overall student progress and attendance, and partner with the entire academic support team and school to ensure students are on track and successful in their courses.		
Schedule D Subscription Services Terms and Conditions incorporated by reference into Agreement		
Payment Terms and Conditions:		
Quarterly Billing:		
<ul style="list-style-type: none">Edgenuity will provide enrollment rosters on October 5, December 5, February 5, and June 5 on all active enrollments to be invoiced.The customer will have an opportunity to review and provide updated information to Edgenuity by the 15th of the billing month.Invoices will be sent on the 16th of each billing month and the term is net 30. **Edgenuity will invoice customer for the cost of the stated course fee if a student does not complete the Teaching Service Only Course but has completed at least 20% of the course or has been enrolled for at least 30 days.AP courses may have a non-refundable \$125 materials fee associated with the enrollment.		

Attachment B – Continued

- I. VIRTUAL INSTRUCTION PROVIDER shall provide the Curriculum and Instructional Services identified in the "Payment Terms and Conditions" pricing table (the "Deliverables").
- II. To the best of the VIRTUAL INSTRUCTION PROVIDER's knowledge, the VIRTUAL INSTRUCTION PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, VIRTUAL INSTRUCTION PROVIDER's production of the Deliverable and the CLIENT's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. To the best of the VIRTUAL INSTRUCTION PROVIDER's knowledge, in furtherance of this provision, the VIRTUAL INSTRUCTION PROVIDER warrants that:
 - a. As to each work of software or other "information technology" as Identified in s. 287.012(15), Florida Statutes, in which copyrights subsist, the VIRTUAL INSTRUCTION PROVIDER has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverables.
 - b. As to each image and sound recording incorporated into a Deliverable, the VIRTUAL INSTRUCTION PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.
- III. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- IV. VIRTUAL INSTRUCTION PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.
- V. VIRTUAL INSTRUCTION PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but use of such trademark and logos shall be used only in connection with those services provided under this contract.
- VI. VIRTUAL INSTRUCTION PROVIDER will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by VIRTUAL INSTRUCTION PROVIDER, or by any subcontractor or anyone directly or indirectly employed by VIRTUAL INSTRUCTION PROVIDER.
- VII. In no event will the CLIENT, CLIENT members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the VIRTUAL INSTRUCTION PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.

- VIII. Method for Conflict Resolution – Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manager, who shall reduce the decision to writing and serve a copy to the VIRTUAL INSTRUCTION PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the VIRTUAL INSTRUCTION PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the VIRTUAL INSTRUCTION PROVIDER's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- IX. After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Suwannee County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- X. Termination – This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- XI. Debt Responsibility – As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the VIRTUAL INSTRUCTION PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- XII. **VIRTUAL INSTRUCTION PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the Florida Board of Education.**
- XIII. Public Record – Client agrees that all of Edgenuity's Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. Client agrees to take all commercially-reasonable steps necessary to prevent unauthorized disclosure of Edgenuity's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, Client's agreement to promptly notify Edgenuity of any public records request that, if fulfilled, would result in disclosure of any of Edgenuity's Confidential Information. Client's notification will occur before releasing such Confidential Information and in sufficient time to allow Edgenuity to assert any pertinent public records exemption before any necessary agency, court, forum, or tribunal. Edgenuity will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. Client agrees that Edgenuity has taken all necessary measures to prevent disclosure to unauthorized persons of Edgenuity's Confidential Information in Client's possession and that no further warning or labeling is necessary.

"Confidential Information" means any information relative to Edgenuity, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Edgenuity's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Edgenuity or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Edgenuity's Confidential Information includes Virtual Instruction Provider Agreement / Edgenuity Inc.

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the contents of any Edgenuity Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

- XIV. Jessica Lunsford Act – Edgenuity and its employees are non-instructional contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Edgenuity and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., and in accordance with Section 3. A. Compliance Warranty of Schedule D the Subscription Services Standard Terms incorporated herein by this reference.
- XV. Sovereign Immunity – The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.
- XVI. Equal Opportunity – Edgenuity shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. Client acknowledges that Client and not Edgenuity decide which students are allowed use of Edgenuity's Licensed Content.
- XVII. Florida Ethics Laws – Edgenuity will comply with all applicable provisions contained in Chapter 112, F.S. None of Client's employees or board members has a material interest (as defined in Section 112.312(15), Fla. Stat.) in Edgenuity.
- XVIII. Sales Tax Exemption – Except to the extent Client provides Edgenuity with a valid Form DR-15, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice Client for, and Client agrees to promptly pay, sales tax levied by the State of Florida in connection with this Agreement.
- XX. Firearms – Edgenuity's employees will not bring a firearm or prohibited weapon onto Client's property.



**Attachment C
Detailed Curriculum Plan**

Florida VIP Course List

Edgenuity has proudly met the high expectations required by the state of Florida to become a Virtual Instruction Program (VIP) provider for grades six through twelve. Edgenuity is one of three providers approved for the 2013-2016 period.

Our engaging curriculum and powerful online tools enable Florida students to be self-directed learners and prepare for future college and career success.



Ask us about
Edgenuity MyPath™

An award-winning intervention solution to help students catch up, keep up, and get ahead, with content for grades 3-11 skill levels.

Edgenuity™
where learning clicks

Florida VIP Course List

Core Courses - Middle School

English Language Arts

- ☐ 1001010 – M/J Language Arts 1
- ☐ 1001040 – M/J Language Arts 2
- ☐ 1001070 – M/J Language Arts 3
- ☐ 1008010 – M/J Reading 1
- ☐ 1000010 – M/J Intensive Reading

Mathematics

- ☐ 1205010 – M/J Mathematics 1
- ☐ 1205040 – M/J Mathematics 2
- ☐ 1205070 – M/J Pre-Algebra
- ☐ 1204000 – M/J Intensive Math

Science

- ☐ 2000010 – M/J Life Science
- ☐ 2001010 – M/J Earth/Space Science
- ☐ 2003010 – M/J Physical Science
- ☐ 2002040 – M/J Comprehensive Science 1
- ☐ 2002070 – M/J Comprehensive Science 2
- ☐ 2002100 – M/J Comprehensive Science 3

Social Studies

- ☐ 2109010 – M/J World History
- ☐ 2106010 – M/J Civics
- ☐ 2100010 – M/J United States History
- ☐ 2103010 – M/J World Geography

World Languages

- ☐ 0708000 – M/J Spanish, Beginning
- ☐ 0708010 – M/J Spanish, Intermediate

Core Courses - Middle School

Electives

- ☐ 1508000 – M/J Fitness 6
- ☐ 1508600 – M/J Comprehensive 6/7
- ☐ 1508700 – M/J Comprehensive 7/8
- ☐ 1700060 – M/J Career Research and Decision Making*
- ☐ 8000400 – Orientation to Career Clusters*

Core Courses - High School

English Language Arts

- ☐ 1001310 – English 1
- ☐ 1001315 – English 1 for Credit Recovery
- ☐ 1001320 – English Honors 1
- ☐ 1001340 – English 2
- ☐ 1001345 – English 2 for Credit Recovery
- ☐ 1001350 – English Honors 2
- ☐ 1001370 – English 3
- ☐ 1001375 – English 3 for Credit Recovery
- ☐ 1001380 – English Honors 3
- ☐ 1001400 – English 4
- ☐ 1001402 – English 4 for Credit Recovery
- ☐ 1001405 – English 4: Florida College Prep
- ☐ 1000410 – Intensive Reading
- ☐ 1008350 – Reading for College Success*
- ☐ 1009300 – Writing 1*
- ☐ 1009370 – Writing for College Success*

Core Courses - High School

Mathematics

- ☐ 1200310 – Algebra 1
- ☐ 1200315 – Algebra 1 for Credit Recovery
- ☐ 1200370 – Algebra 1-A
- ☐ 1200375 – Algebra 1-A for Credit Recovery
- ☐ 1200380 – Algebra 1-B
- ☐ 1200385 – Algebra 1-B for Credit Recovery
- ☐ 1206300 – Informal Geometry
- ☐ 1206310 – Geometry
- ☐ 1206315 – Geometry for Credit Recovery
- ☐ 1200330 – Algebra 2
- ☐ 1200335 – Algebra 2 for Credit Recovery
- ☐ 1200340 – Algebra 2 Honors
- ☐ 1202340 – Pre-Calculus/Precalculus Honors
- ☐ 1200410 – Mathematics for College Success*
- ☐ 1200700 – Mathematics for College Readiness
- ☐ 1207300 – Liberal Arts Mathematics 1
- ☐ 1207310 – Liberal Arts Mathematics 2
- ☐ 1200400 – Intensive Mathematics
- ☐ 1298310 – Advanced Topics in Mathematics

Science

- ☐ 2000310 – Biology 1
- ☐ 2000315 – Biology 1 for Credit Recovery
- ☐ 2000320 – Biology 1 Honors
- ☐ 2001310 – Earth/Space Science
- ☐ 2001340 – Environmental Science
- ☐ 2002400 – Integrated Science 1
- ☐ 2002405 – Integrated Science 1 for Credit Recovery
- ☐ 2002420 – Integrated Science 2
- ☐ 2002425 – Integrated Science 2 for Credit Recovery
- ☐ 2002440 – Integrated Science 3
- ☐ 2002445 – Integrated Science 3 for Credit Recovery
- ☐ 2003310 – Physical Science
- ☐ 2003340 – Chemistry 1

Core Courses - High School

Science, continued

- ☐ 2003345 – Chemistry 1 for Credit Recovery
- ☐ 2003350 – Chemistry 1 Honors
- ☐ 2003380 – Physics 1
- ☐ 2003385 – Physics for Credit Recovery

Social Studies

- ☐ 2100310 – United States History
- ☐ 2100315 – United States History for Credit Recovery
- ☐ 2100320 – United States History Honors
- ☐ 2102335 – Economics with Financial Literacy*
- ☐ 2102340 – Economics with Financial Literacy for Credit Recovery*
- ☐ 2103300 – World Cultural Geography
- ☐ 2106310 – United States Government*
- ☐ 2106315 – United States Government for Credit Recovery*
- ☐ 2106320 – United States Government Honors*
- ☐ 2107300 – Psychology 1*
- ☐ 2107310 – Psychology 2*
- ☐ 2108300 – Sociology*
- ☐ 2109310 – World History
- ☐ 2109315 – World History for Credit Recovery
- ☐ 2109320 – World History Honors

Advanced Placement®

- ☐ 0701380 – AP French Language & Culture
- ☐ 0708400 – AP Spanish Language & Culture
- ☐ 1001420 – AP English Language & Composition
- ☐ 1001430 – AP English Literature & Composition
- ☐ 2001380 – AP Environmental Science
- ☐ 2103400 – AP Human Geography
- ☐ 2107350 – AP Psychology
- ☐ 2109420 – AP World History

Core Courses - High School

General Electives

- ☐ 3026010 – HOPE – Core
- ☐ 0800300 – Health I: Life Management Skills*
- ☐ 1501300 – Personal Fitness*
- ☐ 1501310 – Fitness for Lifestyle Design*
- ☐ 0100310 – Introduction to Art History*
- ☐ 0100320 – Art in World Cultures*
- ☐ 1700370 – Critical Thinking and Study Skills*

Career Electives

- ☐ 1700380 – Career Research & Decision Making (9-12)
- ☐ 8500120 – Personal and Family Finance*
- ☐ 8812110 – Principles of Entrepreneurship
- ☐ 8417100 – Health Science 1
- ☐ 8417110 – Health Science 2
- ☐ 8417211 – Nursing Assistant 3
- ☐ 8418220 – Pharmacy Tech 2
- ☐ 8207310 – Introduction to Information Technology
- ☐ 8827110 – Marketing Essentials

National Core Courses - High School


World Languages

- ☐ 0708340 – Spanish 1
- ☐ 0708350 – Spanish 2
- ☐ 0708360 – Spanish 3 Honors
- ☐ 0701320 – French 1
- ☐ 0701330 – French 2
- ☐ 0701340 – French 3 Honors
- ☐ 0702320 – German 1
- ☐ 0702330 – German 2
- ☐ 0711300 – Chinese 1
- ☐ 0711310 – Chinese 2
- ☐ 0706300 – Latin 1
- ☐ 0706310 – Latin 2

* One-semester course

Notes

AP® and Advanced Placement® are registered trademarks of the College Board.

World language courses provided by  powerspeak

For more information contact:

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GREG GUY | greg.guy@edgenuity.com | 850.445.5617

BLYTHE ADREON | blythe.adreon@edgenuity.com | 407.790.2271



877.7CLICKS | solutions@edgenuity.com



STANDARD TERMS AND CONDITIONS

These terms and conditions (Standard Terms) apply to the subscription for the Edgenuity Learning Management Software Service (Service). The Agreement for the Service consists of these Standard Terms and the applicable Quote (which references the purchased services, term, pricing, and other terms of the order).

1. **LEARNING MANAGEMENT SOFTWARE SERVICE.** This Agreement provides Customer access to and usage of Edgenuity's internet-based learning management software service solely for internal education-related and training-related purposes of the Customer.
2. **USE OF SERVICE.**
 - a. **Customer Owned Data.** All data and materials uploaded or entered within the Service by Customer remains the property of Customer, as between Edgenuity and Customer (Customer Data). Customer grants Edgenuity the right to use the Customer Data solely for purposes of performing under this Agreement. During the term of this Agreement, Customer may export its Customer Data to the extent allowed by functionality within the Service. Customer warrants and represents that Customer has appropriate rights to any Customer Data added to the Service.
 - b. **Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Edgenuity promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Customer may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Customer. Customer is responsible for compliance by such Customer authorized third parties with this Agreement.
 - c. **Licensed Material.** All audio, video and other content, curriculum, documentation and software (including without limitation applets and animations) provided by Edgenuity as part of the Service (Licensed Material) are licensed to Customer as follows: Edgenuity grants Customer a non-exclusive, non-transferable license during the term of each Quote to access and use such Licensed Material for internal educational and training purposes solely in connection with the Service. Notwithstanding anything contained in this Agreement to the contrary, the terms regarding all Edgenuity third party web services are governed by Attachment A.1. Attachment A.1 is updated from time to time by Edgenuity. The current version can be found on Edgenuity's website at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>
 - d. **Professional Development.** All implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals will be provided by Edgenuity per the applicable Quote.
 - e. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service under the terms of Edgenuity's support policies (Support), which is located at www.edgenuity.com/support. In addition, the Service will be updated with all bug fixes, and enhancements to the Service when generally made available.
3. **WARRANTIES and DISCLAIMERS.**
 - a. **Compliance Warranty.** Each party will comply with, and will cause each of its employees, agents, and contractors to comply with, all laws applicable to its performance under this Agreement, including without limitation Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA).
 - b. **Professional Development Warranty.** Edgenuity warrants that it will provide Professional Development in a professional, workmanlike manner consistent with the terms of this Agreement and in accordance with generally accepted industry standards.
 - c. **Edgenuity Service Warranty.** Edgenuity warrants that commercially reasonable efforts will be made to maintain the online availability of the Service. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SERVICE AND REFUND THE PORTION OF THE FEE ATTRIBUTABLE TO SUCH NON-CONFORMING SERVICE.
 - d. **DISCLAIMERS.** ALL LICENSED MATERIAL IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SERVICES INCLUDING PROFESSIONAL DEVELOPMENT ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE LICENSED MATERIAL AND SERVICE ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

Schedule D

4. PAYMENT.

- a. **Invoicing.** Unless otherwise provided in the Quote, Customer agrees to pay the amount of each invoice net 30 days after the invoice date.
- b. **Professional Development.** Any professional development purchased will expire at the end of the term stated on the applicable Quote.
- c. **Taxes.** Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote (except for any Edgenuity income or Edgenuity employee taxes).

5. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information (PII) as defined by applicable law, disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how, Licensed Material, and other items provided by Edgenuity as part of the Service are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Licensed Material. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the Service or Licensed Material or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or their related systems or networks; (iv) use the Service or Licensed Material for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Service or the Licensed Material or modify, create derivative works based on the Service or any Licensed Material; or (vi) access the Service or use the Licensed Material to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

7. TERM AND TERMINATION.

- a. **Term.** This Agreement continues until all Quotes have terminated.
- b. **Funding-Out Clause.** Customer's payment obligation is conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing before such termination, and will provide Edgenuity sufficient legal documentary proof of the non-availability of the funds. If Customer terminates Agreement under 7(b), Customer agrees not to acquire similar services from a third party for the remainder of the term of the Agreement.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Service and the Licensed Material associated with a Quote within 10 days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(c), if either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

- e. **Return of Customer Data.** Within 60-days after termination, upon request Edgenuity will make the Service available for Customer to export such data as provided in Section 2(a).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Property Upon Termination.** Upon termination of this Agreement for any reason, Customer must pay Edgenuity for any amounts owed, and destroy or return all property of Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

8. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

9. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Service violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies Edgenuity of the claim in writing, cooperates with Edgenuity in the defense, and allows Edgenuity to solely control the defense or settlement of the claim. Edgenuity will pay infringement claim defense costs, Edgenuity-negotiated settlement amounts, and court awarded damages incurred as part of its obligations under this Agreement. If such a claim appears likely, then Edgenuity may modify the Service, procure the necessary rights, or replace the infringing part of the Service with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Service and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party web services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under applicable law, Customer will defend, indemnify and hold harmless Edgenuity from and against any third party claims, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) Customer's negligence, misconduct or breach of this Agreement, (ii) any Customer Data or third party content, products, services or systems, including their integration or their required third party integration with the Service, and (iii) any Customer violation of applicable law which results in third party claim against Edgenuity.

10. OTHER TERMS.

- a. **Governing Law.** This Agreement is governed by Florida Law and is enforceable in the state circuit court located in Suwannee County, Florida.
- b. **Entire Agreement and Changes.** This Agreement, the Attachments and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise or inducement not included in this Agreement is binding. No modification of this Agreement is effective unless signed by both parties, and no waiver is effective unless the party waiving the right signs a waiver in writing.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Service, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of internet services, any third party service and telecommunication services.

Schedule D

- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms.** Edgenuity rejects additional or conflicting terms of any Customer form-purchasing document.
- i. **Order of Precedence.** If there is an inconsistency between this Agreement and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- j. **Survival of Terms.** Any terms that by their nature survive termination of this Agreement for a party to assert its rights and receive the protections of this Agreement, will survive.

Attachment A.1**Addendum for Third Party Terms**

This Attachment A.1 for Third Party Terms ("Addendum") is between Edgenuity, Inc. and customer (Customer). This Addendum is part of the Subscription Services Agreement between the parties (Agreement) and is governed by the terms of the Agreement.

1. DEFINITIONS.

Third Party Service means a web based software service procured by Edgenuity from a third party for use by Edgenuity in connection with the Service or Hardware.

Hardware means any hardware marketed or supplied by Edgenuity and identified on a Quote.

2. GENERAL.

- a. **Third Party Web Services.** Edgenuity is not the vendor of such Third Party Service however such Third Party Services are provided under the terms of the Agreement and any additional terms included within this Addendum, except for the Middlebury Interactive Services, which is governed by their terms, as further detailed below.
- b. **Hardware.** Edgenuity is not the manufacturer of such Hardware and such Hardware is provided subject to the separate sale terms provided by the manufacturer (including without limitation, return and exchange terms), all of which Customer agrees to abide by. Edgenuity makes no warranties with respect to the Hardware and any pre-installed associated software. Customer hereby grants Edgenuity permission to provide remote technical support for setup and diagnostic purposes for a new appliance if required. Customer owns the Hardware and has a license to any pre-installed software, subject to the applicable license agreement. Upon termination of the Agreement, Edgenuity will remotely remove any and all Edgenuity content and software from the Hardware. During the term of the Agreement, if Customer modifies Hardware in any way, it may void the manufacturer's warranty.

3. THIRD PARTY SERVICES. Some but not all of Edgenuity's Third Party Services are listed below.

- a. **ExploreLearning Gizmos.** Without limiting any of the provisions of Section 2 above, access to and use of any ExploreLearning Gizmos (Gizmos) provided by Edgenuity are governed by the following additional terms:
 - Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (i) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (ii) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students;
 - A Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software.
 - Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
- b. **Middlebury Interactive Services (MIL).** Without limiting any of the provisions of Section 2 above, if the Agreement includes any Middlebury Interactive Services products, including but not limited to *Powerspeak*, Customer acknowledges that with the use of MIL's products, the Customer is subject to MIL's terms. For further information, please refer to MIL's terms which can be found online at: <http://middleburyinteractive.com/index.php/faqs/terms-of-use>. Customer understands and agrees that any access to or use of MIL products provided by Edgenuity to Customer or any of its users in contravention of the foregoing terms constitutes a material breach, and that if Customer desires to use a MIL Products in a manner that is not authorized, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
- c. **Education Testing Services (ETS) e-rater® Scoring Service.**
 - The score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made.
 - The user understands and agrees that the e-rater® Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. User shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the e-rater® Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose.

Schedule D

- THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- With regard to essays submitted to the site, you hereby grant to ETS a non-exclusive, royalty-free, perpetual, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally-identifiable information that may be associated with the papers. This license shall survive the termination of any license granted herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.
- d. **Sophia® Learning Inc.** If this Agreement includes any Sophia Learning Inc. courses for use, the following language applies to any such purchase or use: "Customer agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."

4. THIRD PARTY HARDWARE AND SERVICES WARRANTIES.

- a. **Hardware and Third Party Services Warranties.** ALL HARDWARE AND THIRD PARTY SERVICES ARE PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.
 - Edgenuity transfers to Customer, to the extent transferable, transferrable warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or Third Party Service. Edgenuity's sole obligation with respect to Hardware and Third Party Service will be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Customer makes against the manufacturer of the Hardware or Third Party Service.
 - Customer, recognizing that Edgenuity is not the manufacturer of Hardware or Third Party Service, expressly waives any claim that Customer may have against Edgenuity for product liability or infringement of any intellectual property right with respect to any Hardware or Third Party Service, as well as any right to indemnification from Edgenuity on account of any such claim made against Customer by a third party.
- b. **Additional Disclaimers.** All additional disclaimers in the Agreement apply.

Attachment B.1**Addendum for Instructional Services**

This Addendum for Instructional Services (**Addendum B.1**) is between Edgenuity, Inc. and customer (**Customer**). This Addendum is part of the Subscription Services Agreement (**Agreement**) only if Instructional Services are included in a Quote. Addendum is governed by the terms of the Agreement.

1. DEFINITIONS.

Instructional Services means services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of student outcomes, and other services as stated in a Quote.

Virtual Program means a program of instruction created through technology and provided by Edgenuity, in which the student and teacher are separated by time, space, or both.

2. INSTRUCTIONAL SERVICES.

- a. **Edgenuity Teachers.** If specified in the Quote, Edgenuity will provide students with virtual access to teachers or coaches (or both) who are hired, trained, supervised and paid by Edgenuity.
 - Edgenuity teachers will be available during reasonable business hours.
 - Edgenuity teachers will assist in the virtual delivery of the Licensed Material to students.
 - Customer may make recommendations regarding the hiring, dismissal, discipline, and supervision of Edgenuity teachers, which recommendations Edgenuity may accept or reject in its sole discretion. No such recommendations are binding on Edgenuity, and as between Customer and Edgenuity, Edgenuity will have sole authority regarding such individuals.
- b. **Policies and Procedures.** Edgenuity may implement instructional policies and procedures for purposes of student outcomes that are in addition to or differ from existing Customer policies and procedures.
 - Where conflicts exist between regarding policies, Edgenuity policies and procedures will take precedence unless otherwise agreed to by both parties in writing.
 - Edgenuity will interpret and follow applicable Customer instructional policies according to the actual policy language and in accordance with applicable law.
 - If Customer is utilizing Edgenuity's NCAA compliant Instructional Services, Customer must abide by all policies and procedures specific to NCAA guidelines.
- c. **Virtual Program Liaison.** Customer must designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional Services and the Virtual Programs throughout the Term (**Primary Liaison**).
 - Customer may change the identity of the Primary Liaison from time to time upon reasonable written notice to Edgenuity. The Primary Liaison will serve as the primary point of contact for all communications with Edgenuity related to the Virtual Programs and for coordinating efforts necessary for the fulfillment of Customer's obligations as specified in this Agreement with respect to the Virtual Programs.
- d. **Administrative Services.** Customer shall be responsible for all day-to-day management of the Virtual Programs, subject in all cases to compliance with applicable law and Customer policies.
- e. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency", and is responsible for the provision of special education.
 - The following are not services provided by Edgenuity: providing special education, creating, implementing or providing Individualized Education Programs (IEP), providing reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act, or any similar law, whether federal, state or local.
 - Notwithstanding the foregoing, Edgenuity will discuss, formulate and make adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, but solely to the extent that Edgenuity may do so without incurring direct or indirect costs.
- f. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing. Customer is also responsible for receiving, distributing, administering, proctoring and returning any and all state-mandated, standardized tests in accordance with applicable and documented state law, policies and procedures.

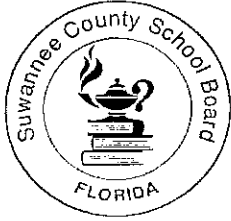
3. TERM AND TERMINATION.

- a. **Term.** This Addendum will continue for the duration specified in the Quote, unless earlier terminated in accordance with the terms of this section or the Agreement (**Term**).

Schedule D

- b. Non-Solicitation.** During the Term, and for a period of 1 year thereafter, Customer may not, directly or indirectly, solicit or make offers of employment to hire, in any capacity, or accept any services or work, from any employees, or contractors of Edgenuity who are associated (either directly or indirectly) with the performance of Instructional Services.
- 4. WARRANTY.** Edgenuity warrants that it will provide Instructional Services in a professional, workmanlike manner consistent with the terms of this Agreement and in accordance with generally accepted industry standards.
- 5. DISCLAIMER.** EXCEPT FOR WARRANTIES STATED ABOVE, ALL INSTRUCTIONAL SERVICES ARE PROVIDED "AS IS." ALL OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SUWANNEE COUNTY SCHOOL BOARD



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www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, ~~Superintendent of Schools~~ *[Signature]*

FROM: Lisa Dorris, Director of Food Service *[Signature]*

THRU: Bill Brothers, Director of Human Resources *[Signature]*
Vickie Music DePratter, Chief Financial Officer *[Signature]* FOR VMD
Ted Roush, Assistant Superintendent of Administration *[Signature]*

DATE: July 9, 2015

RE: Agenda Item for July 14, 2015, Special Meeting

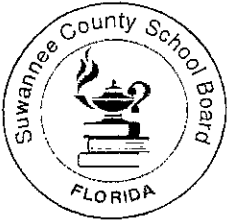
RECOMMENDATION:

The Superintendent recommends approval to hire seven (7) three hour workers (temporary) for the 2015-2016 school year. Positions will be funded by additional revenue created from Breakfast in the Classroom.

BACKGROUND:

The extra help will assist with implementing Breakfast in the Classroom at all school sites.

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *[Signature]*

FROM: Bill Brothers, Director of Human Resources *[Signature]*

THRU: Walter Boatright, Director of Career and Technical Education *[Signature]*
Vickie Music Depratter, Chief Financial Officer *[Signature]* **FORWARDED**
Janene Fitzpatrick, Assistant Superintendent of Instruction *[Signature]*
Ted Roush, Assistant Superintendent of Administration *[Signature]*

DATE: July 9, 2015

RE: July 14, 2015 Special Meeting Agenda Item

RECOMMENDATIONS:

The Superintendent recommends the following personnel items for the 2015-2016 school year:

- Approval of Job Description #160 – Transitioning Adults to Postsecondary (TAP) Coordinator (new)
- Approval of Job Description #21 – Coordinator of Health Services (revised)
- Add one Transitioning Adults to Postsecondary (TAP) Coordinator at RiverOak Technical College (funded by ABE grant)

BACKGROUND:

A Transition Specialist was included in the 2015-16 Adult Basic Education Grant application that was workshopped with the Board. A TAP Coordinator, classified as an Education Support Personnel will allow us to hire an individual on a 12 month basis, for approximately the same salary as a first year teacher on 10 month contract.

The revisions to the Coordinator of Health Services job description adds detail and clarification to the requirement and service delivery components.

SCHOOL DISTRICT OF SUWANNEE COUNTY
TRANSITIONING ADULTS TO POSTSECONDARY (TAP) COORDINATOR
JOB DESCRIPTION

QUALIFICATIONS:

- (1) High School Diploma/GED required/Bachelors preferred
- (2) Knowledge of Microsoft Word, Excel and Access
- (3) Perform Basic Computer Functions
- (4) Success in working with the community and projects
- (5) Evidence of prior experience in office work

KNOWLEDGE, SKILLS AND ABILITIES:

Working knowledge of basic office procedures and the operation of office machines and equipment. Ability to utilize computer for word processing and other specific programs. Ability to keep records and to assemble and organize data and to prepare composite reports from such data. Ability to promote a harmonious atmosphere and smooth flow of business. Ability to maintain confidentiality. Ability to establish and maintain positive working relationships with others.

REPORTS TO:

CTE Director

JOB GOAL

To provide coordination for the Transitioning Adults to Postsecondary (TAP) program.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- * (1) Provide coordination for the TAP Project
- * (2) Track students in all TAP Projects
- * (3) Provide personal career guidance
- * (4) Assist students in filling out applications for admissions and registrations
- * (5) Discuss TAP goals with students
- * (6) Enroll every student who wishes to participate into Orientation (Awareness Career Options)
- * (7) Schedule all speakers and presenters in regards to TAP
- * (8) Offer support services (such as child care and transportation) to students

- * (9) Follow-up on students' successes
- *(10) Assist students in scheduling the Tutoring of those who have TABE scores at 7-12th grade
- *(11) Collaborate with postsecondary institutions to complete Career Pathways and Articulations
- *(12) Complete all invoicing and reporting requirements of the grant
- *(13) Assist with data entry of enrollment forms, evaluation information, and attendance
- *(14) Prepare letters and documents for meetings
- *(15) Operate a copy machine

Inter / Intra-agency Communication and Delivery

- *(16) Prepare information needed for meetings.
- *(17) Answer the telephone and greet the public.
- *(18) Interact positively with multi-districts and/or multi-agencies.
- *(19) Communicate effectively with the public, co-workers, school personnel and administration.
- *(20) Respond to inquiries and concerns in a timely manner.
- *(21) Keep supervisor informed of potential problems or unusual events.

Employee Qualities / Responsibilities

- *(22) Complete assignments with little or no supervision.
- *(23) Demonstrate initiative in the performance of assigned responsibilities.
- *(24) Model and maintain high ethical standards.
- *(25) Follow attendance, punctuality and proper dress rules.
- *(26) Maintain confidentiality.
- *(27) Demonstrate organizational skills by performing many tasks simultaneously.
- *(28) Maintain positive relationships with co-workers, school personnel, parents and the administration.
- *(29) Participate in workshops and training sessions as required.

System Support

- *(30) Prepare all required reports and maintain all appropriate records.
- *(31) Follow all School Board policies and school policies and procedures.
- *(32) Exhibit the interpersonal skills necessary as an effective team member.
- *(33) Demonstrate support for the School District and its goals and priorities.
- (34) Perform other incidental tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

*Essential Performance Responsibilities

SCHOOL DISTRICT OF SUWANNEE COUNTY
COORDINATOR OF HEALTH SERVICES AND ATTENDANCE
JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's degree from an accredited educational institution, preferred.
- (2) Certified by the State of Florida in the appropriate area.
- (3) Valid Florida drivers license and transportation available.
- (4) Satisfactory criminal background check.
- (5) Or other appropriate certificates/licenses required by the District or the Florida Department of Education

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of approved principles and practices for school health services and child development. Knowledge of applicable laws, rules, and policies. Knowledge of Safe and Drug Free Schools guidelines and required assurances. Ability to read and interpret technical information. Ability to communicate effectively orally and in writing. Ability to plan, organize, and prioritize. Knowledge of the current trends, research and best practices. Knowledge of federal, state and district rules, regulations and policies as they relate to job functions.

REPORTS TO:

Director of Student Services

JOB GOAL

To plan, develop, and implement Comprehensive Health Education within Suwannee County Schools.
 To support the overall mission of the district related to attendance and teenage parents.

SUPERVISES:

School Nurses (R.N.'s and L.P.N.'s employed by SCSB)
~~Certified Nursing Assistant~~

PERFORMANCE RESPONSIBILITIES:Service Delivery

- * (1) Prepare and implement the School Health Plan in conjunction with the Suwannee County Health Department.
- * (2) Serve as Coordinator of Health Services, District Wellness and Character Education Programs.
- * (3) Assist in supervising activities and programs for school district nursing personnel and oversee health clinics.
- * (4) Develop, deliver, and monitor health related training programs for all staff.
- * (5) Coordinate the District's Exposure Control Plan.
- * (6) Serve as Project Manager for the Drug Testing Program.
- * (7) Oversee the Employee Influenza and Hepatitis B Vaccination programs.
- * (8) Recommend, train and coordinate substitute nurses.

COORDINATOR OF HEALTH SERVICES AND ATTENDANCE (Continued)

- * (9) Oversee and monitor District's compliance with AED requirements.
- * (10) Assist with Medicaid compliance and billing issues.
- * (11) Develop activities to involve students, schools, and communities related to health or Safe and Drug-Free Schools.
- * (12) Assist in the development of the Student Conduct and Discipline Code.
- * (13) Coordinate with schools, legal guardians, and families to maintain high student attendance.
- * (14) Develop and maintain a directory of service agencies and specific contracts available to students and their families.
- * (15) Prepare and maintain records and referrals.
- * (16) Manage time effectively.
- * (17) Assess individual students and their families to determine type of case work services needed.
- * (18) Conduct interviews with students and parents in school and home settings
- * (19) Accompany parents to service agencies when appropriate.
- * (20) Help to improve students' attendance at school, including coordinating services with the Department of Children and Families, school office staff, parents and students.
- * (21) Communicate with the family about available services and how to access them.
- * (22) Provide continuity of care for persons receiving services from more than one provider or agency by planning and exchanging information.
- * (23) Recognize overt indicators of student distress or abuse and take appropriate intervention, referral, or reporting actions.
- * (24) Shall assume additional responsibilities as assigned by the Superintendent.

Inter/Intra-Agency Communication and Delivery

- * (25) Serve as liaison between school, medical community, Florida Department of Education and Florida Department of Health for assigned areas of responsibility.
- * (26) Disburse up-to-date health related/SDFS information to school personnel.
- * (27) Interact with parents, agencies, and community to enhance the understanding of District initiatives and priorities and to elicit support and assistance.
- * (28) Keep supervisor informed of potential problems or unusual events.
- * (29) Serve on district, state or community councils or committees as assigned or appropriate.
- * (30) Assist in the interpretation of health education programs, philosophy and policies of the District to staff, students, parents and the community.
- * (31) Work closely with District and school staffs to support school improvement initiatives and processes.
- * (32) Serve as liaison for district in all truancy court proceedings.

Professional Growth and Development

- * (33) Serve as a resource for school health issues, attendance, and teenage parents.
- * (34) Keep informed and disseminate information about current research, trends and best practices in areas of responsibility.
- * (35) Maintain expertise in assigned areas to fulfill project goals and objectives.
- * (36) Coordinate the development, implementation and evaluation of staff development activities for health education, Safe and Drug-Free schools, District Wellness, Character Education, attendance programs, and Teenage Parent Program.
- * (37) Attend training sessions, conferences and workshops as assigned or appropriate to keep

COORDINATOR OF HEALTH SERVICES AND ATTENDANCE (Continued)

abreast of current practices, programs and legal issues.

Systemic Functions

- * (38) Collect data for maintenance of records for the School Health Plan, attendance, and Teenage Parent Programs.
- * (39) Represent the District in a positive and professional manner.
- * (40) Prepare or oversee the preparation and implementation of all required reports and maintain all appropriate records.
- * (41) Develop annual goals and objectives consistent with and in support of District goals and priorities.
- * (42) Perform other tasks consistent with the goals and objectives of this position.

Leadership and Strategic Orientation

- * (43) Provide leadership and guidance in the development of annual goals and objectives for health education, Safe and Drug-Free Schools, District Wellness, Character Education and attendance, and Teenage Parent Programs.
- * (44) Assist in implementing the District's goals and strategic commitment.
- * (45) Set high standards and expectations for self and others.
- * (46) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan.
Length of the work year and hours of employment shall be those established by the District.

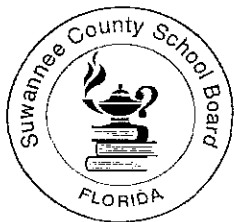
EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

*Essential Performance Responsibilities

SCSB Approved 3/25/02
Revised SCSB Approved 4/27/04
Revised SCSB Approved 3/24/09
Revised SCSB Approved 5/19/10

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry Scarborough, ~~Superintendent~~ Superintendent of Schools

FROM: Bill Brothers, Director of Human Resources *BB*

DATE: July 9, 2015

RE: July 14, 2015, Special Meeting Agenda Item

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following personnel recommendation. Approval is respectfully requested.

SUWANNEE COUNTY SCHOOL BOARD

Personnel Changes

July 14, 2015

Special Meeting

TO: District School Board of Suwannee County

FROM: 
Jerry A. Scarborough, Superintendent

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendation. Approval is respectfully requested.

TERMINATION:

Transportation:

Karen Willis, bus driver, effective July 14, 2015

**End of List
2015-2016
School Year**