

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
September 14, 2021

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following contract/agreement for the 2021-2022 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-81 Virtual School Services Agreement between Edgenuity Inc. and the Suwannee County School District (*Renewal/Revised*)
(pgs. 2-62)

2. The Superintendent recommends approval of the following curriculum item for the 2021-2022 school year:

a. Suwannee County School District 2021-2022 Uniform Statewide Assessment Calendar **(pgs. 63-72)**

3. Human Resources Transactions **(pgs. 73-75)**

Adjourn

VIRTUAL SCHOOL SERVICES AGREEMENT

This Agreement for services ("Agreement") made and entered into by and between Edgenuity Inc. (hereafter "PROVIDER," or "Edgenuity ") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and the **Suwannee County School District** (hereinafter "CLIENT"), having principal offices at **1740 Ohio Ave. South, 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 **July 1st, 2021** (the "**Effective Date**").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan), Attachment D (Standard Terms and Conditions) and Attachment E (E-Verify).

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the 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 provides both state and nationally aligned courses and is also a state of Florida approved Virtual Instruction Provider ("**VIRTUAL INSTRUCTION PROVIDER**"). Through this VIRUTAL SCHOOL SERVICES AGREEMENT, Edgenuity offers the CLIENT, the platform, support and flexibility to provide a wide selection of course offerings for students. This VIRTUAL SCHOOL SERVICES AGREEMENT is offered for use with both the CLIENT's teachers ("**Partner Teachers**") and/or the PROVIDER's teachers ("**Edgenuity Teachers**").

Customer: Suwannee County School Board	Edgenuity Inc.
Signature:	Signature:
Printed Name: Ted L. Roush	Printed Name:
Title: Superintendent of Schools	Title:
Date:	Date:
Address: 1740 Ohio Ave. South Live Oak, FL 32064	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Chairperson, Suwannee County School Board

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ATTACHMENT A
Description of Work

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K-12 virtual school that provides a free-to-students, 180-day, or more, online instructional program to eligible students during the **2021-2022** school year. The PROVIDER is to provide each school/district and its staff with the necessary platform, online courses, and support for successful operation of their virtual school. If, and when any instructional staff is provided by PROVIDER, for the delivery of online courses, instructional staff must be highly qualified as identified by ESSA standards and hold a valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by F.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 PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison regarding monitoring. All curriculum and course content used will align to the Florida Standards. The 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 the Virtual Instruction Provider's Standard Terms and Conditions incorporated herein. As required in F.S.1002.45, a detailed curriculum plan (available online courses) is provided in **Attachment C**. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of the PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA. Further Roles of the Client shall include:

1. Manage the enrollment process, including communications with students and parents, regarding the enrollment process.
2. Notify, communicate, and/or provide, support services consistent with the legal requirements for students with special needs. These special needs could be seen in an IEP, including a 504, be an English Language Learner (ELL) or others as mutually identified.
3. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its 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 Provider 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. Client 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 Client. Client is responsible for compliance by such Client authorized

third parties with this Agreement.

4. Accept standard publications of the 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).
5. Provide the PROVIDER with student data so the provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA, ELA and math assessment results, EOC data, and graduation data or other data as requested.
6. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B

**ATTACHMENT B
PAYMENT TERMS and CONDITIONS**

- I. PROVIDER shall provide the Curriculum and/or Instructional Services identified in the **Payment Terms and Conditions** pricing table (the "Deliverables").
- II. PROVIDER will commit its teachers to a student-teacher ratio which is one teacher per 50 students for grades K-5, one teacher per 65 students for grades 6 - 8 and one teacher per 200 students for grades 9 -12.
- III. The PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, 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. In furtherance of this provision, the PROVIDER warrants that:
 - a. As to each work of software or other "information technology" as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the 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 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, audio-visual, work or sound recording from which the included image or sound was taken.
- IV. 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.
- V. 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.
- VI. 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.
- VII. 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 PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.

- VIII. In no event will the CLIENT or CLIENT's members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the 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.
- IX. **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 PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the 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 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.
- X. 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.
- XI. **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.
- XII. **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.
- XIII. **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.
- XIV. **PUBLIC RECORD** - CLIENT agrees that all Edgenuity 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 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 the contents of any Edgenuity Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

- XV. **JESSICA LUNSFORD ACT** - Edgenuity and its employees are 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., in accordance with Section XVIIM. of the Standard Terms.
- XVI. **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.
- XVII. **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.
- XVIII. **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.
- XIX. **SALES TAX EXEMPTION** - Except to the extent CLIENT provides Edgenuity with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice CLIENT for and CLIENT agrees to promptly pay any 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.
- XXI. **AUDIT**- Client may audit Edgenuity under this Agreement for compliance matters upon

reasonable written notice to Edgenuity. Any such audit will be conducted under normal business hours and days of operation.

XXII. PUBLIC AGENCY CONTRACTS: To the extent that Edgenuity meets the definition of "contractor" under Section 119.0701 under Florida Statutes, in addition to other contract requirements provided by law, Edgenuity must comply with public record laws, including the following provisions of Section 119.0701. Florida Statutes:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Edgenuity or keep and maintain public records required by the School Board to perform the service. If Edgenuity transfers all public records to the School Board upon completion of the contract, Edgenuity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Edgenuity keeps and maintains public records upon completion of the contract, Edgenuity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. **IF EDGENUITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTACT FOR THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS:**

NAME: Janene Fitzpatrick
PHONE: (386)647-4600
EMAIL: janene.fitzpatrick@suwannee.k12.fl.us
ADDRESS: 1740 Ohio Ave. South, Live Oak, Florida, 32064

- f. Edgenuity acknowledges that the School Board cannot and will not provide legal advice or business advice to Edgenuity with respect to its obligations pursuant to this section related to public records. Edgenuity further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice and that it has been advised to seek professional advice regarding public records matters addressed by this agreement. Edgenuity acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

**ATTACHMENT B (CONT.)
PAYMENT TERMS and CONDITIONS**

REPORTING		
Implementation	School of Enrollment	Teacher of Record School of Instruction
Partner (aka Franchise)	District Public, Charter School, or District Virtual School	District Virtual School
Flex (aka Part-Time)	District Public, Charter School, or District Virtual School	Edgenuity
Full-Time	7001 (District Student)	7001
	N998 (Home School Student)	

PRICING		
PARTNER		
Item	Description	Course Fee
K-5*	Semester course and hosting	\$65
6-12 (Tier I)	Semester course and hosting	\$45
6-12 (Tier II)	Semester course and hosting (Third Party Courses)	\$85

PRICING		
FLEX		
Item	Description	Cost
Elementary*	Semester course, hosting and instruction	\$275
Middle School	Semester course, hosting and instruction	\$225
High School	Semester course, hosting and instruction	\$225
High School (AP)*	Semester course, hosting and instruction (Advanced Placement)	\$325

*Semester workbooks may be ordered for \$25 each per subject, per semester course.

**AP books will be sent to the student after they reach the required completion threshold. When available, books are sent in digital format.

***Instructional Services Professional Development quoted and sold separately.

Grace Period: K-5 = 14 Days, 6-12 = 28 Days

Partner enrollments marked "Drop-Grace" within the grace period will not be charged. Partner enrollments past the grace period will be charged in full. Enrollments with Edgenuity Instructional Services marked "Drop-Grace" within the grace period will not be charged. Enrollments with Edgenuity Instructional Services after the grace period (other than "successfully completed" enrollments) shall be charged the course fee.

Billing Roster and Invoice

Edgenuity will send the billing roster to district administrators twice each year, typically coinciding with the end of each semester. These billing rosters will reflect charges for both successful completions and any course fees. The district administration has seven (7) days after receiving the billing roster for any edit request or to approve the billing roster.

**ATTACHMENT B (CONT.)
PAYMENT TERMS and CONDITIONS**

PRICING			
FULL-TIME			
Item	Description	CMO	Instruction
K - 12	Up to 6 courses for the school year, hosting, instruction, dedicated success coach, concept coaching, and all required course materials	\$1,000	\$3,000

Grace Period: K-5 = 14 Days, 6-12 = 28 Days

Full-Time enrollments with Edgenuity Instructional Services exited within the grace period will not be charged. Full-Time enrollments exited after the grace period (other than "successfully completed" enrollments) will be charged the associated CMO (course, materials, onboarding) fee.

Billing

Edgenuity will send three invoices each school year for students enrolled in the Full-Time school. Initial billing is for each student's associated CMO (Course, Materials, Onboarding) fee. Subsequent invoices are for any successfully completed enrollments. These invoices try and capture these enrollments for the Fall and Spring semesters.

**ATTACHMENT C
CURRICULUM PLAN**

ENGLISH (6-12)

Florida Course Code	Course Title
1000010	M/J Intensive Reading
1001010	M/J Language Arts 1
1001020	Advanced M/J Language Arts 1
1001040	M/J Language Arts 2
1001050	Advanced M/J Language Arts 2
1001070	M/J Language Arts 3
1001080	Advanced M/J Language Arts 3
1006000	M/J Journalism 1A
1006000	M/J Journalism 1B
1008010	M/J Reading 1
1000410	Intensive Reading
1001310	English 1
1001320	English Honors 1
1001340	English 2
1001350	English Honors 2
1001370	English 3
1001380	English Honors 3
1001400	English 4
1001405	English 4: Florida College Prep
1001410	English Honors 4
1001420	AP English Language & Composition
1001430	AP English Literature & Composition
1007300	Speech 1A
1007300	Speech 1B
1008350	Reading for College Success*
1009300	Writing 1*
1009320	Creative Writing I
1009370	Writing for College Success*

Denotes Tier II Course

** Denotes One-semester course*

ATTACHMENT C
CURRICULUM PLAN (cont.)

Math (6-12)

Florida Course Code	Course Title
1204000	M/J Intensive Math
1205010	M/J Grade 6 Mathematics
1205020	M/J Accelerated Mathematics Grade 6
1205040	M/J Grade 7 Mathematics
1205050	M/J Accelerated Mathematics Grade 7
1205070	M/J Grade 8 Pre-Algebra
1200310	Algebra 1
1200320	Algebra I Honors
1200330	Algebra 2
1200340	Algebra 2 Honors
1200370	Algebra 1-A
1200380	Algebra 1-B
1200400	Intensive Mathematics
1200410	Mathematics for College Success*
1200700	Math for College Readiness
1201300	Mathematical Analysis Honors*
1201315	Analysis of Functions Honors*
1202310	AP Calculus AB
1202340	Precalculus Honors
1206300	Informal Geometry
1206310	Geometry
1206320	Geometry Honors
1207300	Liberal Arts Math 1
1207310	Liberal Arts Math 2
1210300	Probability and Statistics with Applications Honor
1210320	AP Statistics
1211300	Trigonometry Honors*
1298310	Advanced Topics In Mathematics

Denotes Tier II Course

*** Denotes One-semester course**

ATTACHMENT C
CURRICULUM PLAN (cont.)

SCIENCE (6-12)

Florida Course Code	Course Title
2000010	M/J Life Science
2001010	M/J Earth/Space Science
2002040	M/J Comprehensive Science 1
2002050	M/J Comprehensive Science 1 Advanced
2002070	M/J Comprehensive Science 2
2002080	M/J Comprehensive Science 2 Advanced
2002100	M/J Comprehensive Science 3
2002110	M/J Comprehensive Science 3 Advanced
2003010	M/J Physical Science
2000310	Biology 1
2000320	Biology 1 Honors
2000340	AP Biology**
2000350	Anatomy and Physiology
2001310	Earth/Space Science
2001320	Earth/Space Science Honors
2001340	Environmental Science
2001380	AP Environmental Science
2002400	Integrated Science 1
2002420	Integrated Science 2
2002440	Integrated Science 3
2002500	Marine Science 1-A
2002500	Marine Science 1-B*
2003310	Physical Science
2003320	Physical Science Honors
2003340	Chemistry 1
2003350	Chemistry 1 Honors
2003380	Physics 1
2003390	Physics 1 Honors

Denotes Tier II Course

** Denotes One-semester course*

***Not available with Edgenuity teachers*

ATTACHMENT C
CURRICULUM PLAN (cont.)

SOCIAL STUDIES (6-12)

Florida Course Code	Course Title
2100010	M/J United States History
2100015	M/J United States History and Career Planning
2100020	M/J United States History Advanced
2103015	M/J World Geography*
2106010	M/J Civics
2106020	M/J Civics Advanced
2109010	M/J World History
2109020	M/J World History Advanced
2100310	United States History
2100320	United States History Honors
2100330	AP U.S. History
2100340	African American History*
2101300	Anthropology*
2102310	Economics
2102335	Economics with Financial Literacy*
2102340	Economics with Financial Literacy for Credit Recovery*
2102345	Economics with Financial Literacy Honors*
2102372	Personal Financial Literacy*
2103300	World Cultural Geography
2103400	AP Human Geography
2105310	World Religions*
2105340	Philosophy*
2106310	United States Government*
2106320	United States Government Honors*
2106350	Law Studies*
2106420	AP U.S. Government and Politics
2107300	Psychology 1*
2107310	Psychology 2*
2107350	AP Psychology
2108300	Sociology*
2109310	World History
2109320	World History Honors
2109420	AP World History: Modern
2109430	Holocaust

Denotes Tier III Course

** Denotes One-semester course*

ATTACHMENT C
CURRICULUM PLAN (cont.)

WORLD LANGUAGES (6-12)

Florida Course Code	Course Title
0701000	M/J French Beginning
0701010	M/J French Intermediate
0702000	M/J German Beginning
0702010	M/J German Intermediate
0707000	M/J Chinese Beginning
0707010	M/J Chinese Intermediate
0708000	M/J Spanish Beginning
0708010	M/J Spanish Intermediate
0701320	French 1
0701330	French 2
0701340	French 3 Honors
0701380	AP French Language & Culture
0702320	German 1
0702330	German 2
0706300	Latin 1
0706310	Latin 2
0708340	Spanish 1
0708350	Spanish 2
0708360	Spanish 3 Honors
0708400	AP Spanish Language & Culture
0711300	Chinese 1
0711310	Chinese 2
0717300	American Sign Language 1 A*
0717300	American Sign Language 1 B*
0717310	American Sign Language 2 A*
0717310	American Sign Language 2 B*

Denotes Tier II Course

*** Denotes One-semester course**

**ATTACHMENT C
CURRICULUM PLAN (cont.)**

GENERAL ELECTIVES (6-12)

Florida Course Code	Course Title
0102040	M/J Creative Photography 1 A*
0102040	M/J Creative Photography 1 B*
1301090	M/J Exploring Music 1 A*
1301090	M/J Exploring Music 1 B*
1503000	M/J Fitness 6*
1503060	M/J Comprehensive 6/7*
1503070	M/J Comprehensive 7/8*
1700060	M/J Career Research and Decision Making*
8000400	M/J Orientation to Career Clusters*
0100310	Introduction to Art History*
0100320	Art in World Cultures*
0200305	Computer Science Discoveries
0800300	Health 1: Life Management Skills*
0800310	Health 2: Personal Health*
0800320	First Aid and Safety
0800330	Personal, Social, and Family Relationships
1501300	Personal Fitness*
1501310	Fitness for Lifestyle Design*
1501340	Weight Training 1*
1501380	Personal Fitness Trainer
1502470	Recreational Activities - Running
1502470	Recreational Activities Individual Sports*
1502470	Recreational Activities Walking Fitness
1502500	Sports Officiating
1503350	Team Sports 1*
1700370	Critical Thinking and Study Skills*
1700380	Career Research and Decision Making (9-12)*
1900300	Driver Education/Traffic Safety - Classroom
3026010	HOPE – Core

Denotes Dual Course

Denotes Only Available Via Instructional Services

** Denotes One-semester course*

ATTACHMENT C
CURRICULUM PLAN (cont.)

CAREER ELECTIVES (6-12)

8000400 - M/J Orientation to Career Clusters*
0500000 - M/J Personal, Career and School Development Skills
9009200 - M/J Middle School Coding Fundamentals
9009500 - M/J Fundamentals of Web and Software Development
0200305 - Computer Science Discoveries
1501380 – Personal Fitness Trainer
1502500 – Sports Officiating*
1700380 – Career Research and Decision Making*
8207310 – Digital Information Technology
8500120 – Personal and Family Finance*
8812110 – Principles of Entrepreneurship
8812000 - Business Ownership
8827110 – Marketing Essentials
8106810 – Agriscience Foundations 1 A*
8106810 – Agriscience Foundations 1 B*
3027010 – Biotechnology I A*
3027010 – Biotechnology I B*
8209100 – Careers in Fashion & Interior Design*
0108310 – Creative Photography A*
0108310 – Creative Photography B*
8800510 – Culinary Arts 1 A*
8800510 – Culinary Arts 1 B*
0800370 – Parenting 1*
8405110 – Early Childhood Education A*
8405110 – Early Childhood Education B*
8006120 – Introduction to Alternative Energy A*
8006120 – Introduction to Alternative Energy B*
8121510 – Introductory Horticulture II A*
8121510 – Introductory Horticulture II B*
8500355 – Nutrition and Wellness*
8500390 - The Principles of Food

Denotes Tier II Course

**Denotes our Instructional Services department only*

** Denotes One-semester course*

ATTACHMENT C
CURRICULUM PLAN (cont.)

CREDIT RECOVERY (6-12)

Florida Course Code	Course Title
1001315	English 1 for Credit Recovery
1001345	English 2 for Credit Recovery
1001375	English 3 for Credit Recovery
1001402	English 4 for Credit Recovery
1200315	Algebra 1 for Credit Recovery
2000315	Biology 1 for Credit Recovery
2003345	Chemistry 1 for Credit Recovery
2100315	United States History for Credit Recovery
2106315	United States Government for Credit Recovery*
2109315	World History for Credit Recovery

**ATTACHMENT C
CURRICULUM PLAN (cont.)**

ELEMENTARY (K-5)

Grade	Language Arts	Science	Mathematics	Social Studies
K	5010041	5020010	5012020	5021020
1	5010042	5020020	5012030	5021030
2	5010043	5020030	5012040	5021040
3	5010044	5020040	5012050	5021050
4	5010045	5020050	5012060	5021060
5	5010046	5020060	5012070	5021070

Grade	Health	Physical Education	Art
K	5008020	5015020	5001010
1	5008030	5015030	5001020
2	5008040	5015040	5001030
3	5008050	5015050	5001040
4	5008060	5015060	5001050
5	5008070	5015070	5001060

Other K-5 Courses	
Music	Music Recorder Level 1
Technology	Keyboarding
Technology	Scratch Coding



**TERMS AND CONDITIONS BETWEEN EDGENUITY INC. AND THE SUWANNEE COUNTY SCHOOL BOARD
SCHOOL BOARD, FLORIDA**

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement").

1. DEFINITIONS.

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** found at <https://www.edgenuity.com/third-party-terms.pdf>.
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject the additional terms contained in the attached Addendum.

2. LICENSE and SERVICES.

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
 - i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.
 - ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
 - iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
 - iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
 - v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services,

subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.

- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

3. SUBSCRIPTION (USE OF)

- a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("Customer Data"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.
- b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
- b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
- c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. **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 SUBSCRIPTION AND REFUND A PORTION OF THE FEE.**
- d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES 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 SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

5. PAYMENT, INVOICING AND TAXES.

Unless otherwise provided in the Quote, Customer will pay the amount of

each invoice net 30 days after the invoice date. 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, excluding Edgenuity income and payroll taxes.

6. **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 before 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 written notice to seek a protective order.

7. **EDGENUITY PROPERTY.**

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content 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 and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription 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 Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

8. **TERM AND TERMINATION.**

- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity's issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer's continued accessing and use of the Products and/or Service.
- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be 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 within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (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(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination,

upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).

- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. 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 BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. 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 Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription 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 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, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

11. OTHER TERMS.

- a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any 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. The Parties may modify this Agreement only by written agreement signed by both parties.
- 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 all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer 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 fees, 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 telecommunications services.

- 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 and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

Customer: Suwannee County School Board	Edgenuity Inc.
Signature:	Signature:
Printed Name: Ted L. Roush	Printed Name:
Title: Superintendent of Schools	Title:
Date:	Date:
Address: 1740 Ohio Ave. South Live Oak, FL 32064	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
 - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote

specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.

- b. **Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.

ATTACHMENT E

1. E-Verify, Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

VIRTUAL SCHOOL SERVICES AGREEMENT

This Agreement for services ("Agreement") made and entered into by and between Edgenuity Inc. (hereafter "PROVIDER," or "Edgenuity ") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and the **Suwannee County School District** (hereinafter "CLIENT"), having principal offices at **1740 Ohio Ave. South, 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 ~~1st, 2020- 2021~~ (the "Effective Date").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); and Attachment D (Standard Terms and Conditions); and Attachment E (E-Verify).

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the 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 provides both state and nationally aligned courses and is also a state of Florida approved Virtual Instruction Provider ("**VIRTUAL INSTRUCTION PROVIDER**"). Through this VIRTUAL SCHOOL SERVICES AGREEMENT, Edgenuity offers the CLIENT, the platform, support and flexibility to provide a wide selection of course offerings for students. This VIRTUAL SCHOOL SERVICES AGREEMENT is offered for use with both the CLIENT'S teachers ("**Partner Teachers**") and/or the PROVIDER'S teachers ("**Edgenuity Teachers**").

INFO ONLY

~L^SCSB 2021-61 SCSB 2022-81 (REVISED/RENEWAL)REY

Customer: Suwannee County School Board	Edgenuity Inc.
Signature:	Signature:
Printed Name: Tsh.h. Roush	Printed Name:
Title: Superintendent of Schools	Title:
Date:	Date:
Address: 1740 Ohio Ave. South Live Oak, FL 32064	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Ed. d.H.

[Signature]

"Approved if s-as to Form and Sufficiency
BY _____

Leonard A. Dietzen, J. Dietzen,
Gill Rumberger, Kirk S. Caldwell, P.A.
Suwannee School Board -
y@folff Board Attorney"

[Type here]

Chairperson, Suwannee County
School Board [Type
here]

ATTACHMENT A
Description of Work

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K-12 virtual school that provides a free-to-students, 180-day, or more, online instructional program to eligible students ~~during the 2020-2021~~ during the 2021-2022 school year. The PROVIDER is to provide each school/district and its staff with the necessary platform, online courses, and support for successful operation of their virtual school. If, and when any instructional staff is provided ~~is provided by PROVIDER~~, for the delivery of online courses, instructional staff must be highly qualified as identified by FSA standards and hold a valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by F.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 PROVIDER'S standard procedures. ~~If additional background checks are required by CLIENT, CLIENT will so~~ additional background checks are required by CLIENT. CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison regarding monitoring. All curriculum and course content used will align to the Florida Standards. The 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 the Virtual Instruction Provider's Standard Terms and Conditions incorporated herein. As required in F.S.1002.45, a detailed curriculum plan (available online courses) is provided in **Attachment C**. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of the PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA. Further Roles of the Client shall include:

1. Manage the enrollment process, including communications with students and parents, regarding the enrollment process.
2. Notify, communicate, and/or provide, support services consistent with the legal requirements for students with special needs. These special needs could be seen in an IEP, including a 504, be an English Language Learner (ELL) or others as mutually identified.
3. Client (i) must keep its passwords secure ~~and confidential and confidential~~; (ii) is solely responsible for its 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 Provider 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. Client 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 Client. Client is responsible for compliance by such ~~Client authorized~~ Client authorized third parties with this Agreement.
4. Accept standard publications of the 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~~-teacher ratios, teacher load ~~limit s~~, ~~state limits~~, state data submissions and state report cards for completion, promotion, and other ~~accountability outcomes~~accountability outcomes).

5. Provide the PROVIDER with student data so the provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, ~~FSA, ELA and FSA, ELA and math~~ assessment results, EOC data, and ~~graduation and graduation~~ data or other data ~~as requested~~as requested.
6. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.

INFO ONLY

INFO ONLY

ATTACHMENT B

PAYMENT TERMS and CONDITIONS

Payment Terms and Conditions

District (Partner) Teacher—refers to teachers provided by the CLIENT using Edgenuity courses. Partner teachers can teach the Edgenuity courses using the instructional model that is of their choosing, is chosen for them by the school, a customized model, or the Partner Teacher may use the Edgenuity instructional model.

Edgenuity (VIP) Teacher—refers to teachers provided by the PROVIDER using Edgenuity courses. Edgenuity instructors, using Edgenuity's instructional model, augment course content via remediation, modification and enrichment through web meetings, virtual office hours, email and SMS communication. Instructors also grade course assignments and projects.

Concept Coach—refer to coaches who perform on-demand concept demonstrations using interactive technology tools for core courses, ELA, Math, Social Studies, and Science. Edgenuity concept coaches ("On-demand tutors") are available Monday through Saturday, 8:00 AM to 11:00 PM EST.

Enrollment Period—refers to the standard course enrollment period of twenty (20) weeks. Extensions may be requested.

Course Fee—refers to the amount charged for a student's use of a course. This amount is charged, regardless of whether the student is no longer eligible for Drop/Grace.

Instructional Fee—refers to the cost of a successful completion when using an Edgenuity teacher.

Successful Completion—student must earn a minimum grade of 60%, unless changed in writing by the district.

Drop/Grace¹—refers to the period in which a student may be withdrawn from course(s) without incurring fees further defined as period prior to a student reaching either twenty percent (20%) progress in the course or reaching twenty-eight (28) days enrolled in the course, whichever comes first.

Billing—Edgenuity will send the billing roster to district administrators twice each year, in January and in June. These billing rosters will reflect charges for both successful completions and any course fees. The January billing roster will typically cover usage for the first semester. The June billing roster will typically cover usage for the second semester. The district administration has seven (7) days after receiving the billing roster to dispute the invoice and request revisions. Edgenuity will review the request and provide a revised invoice for payment.

¹Drop/Grace Note—data suggests that when a student does not reach 20% course progress within the first 28 days of enrollment, that the chance of successful completion diminishes greatly. It is at the discretion of the district, and is the responsibility of the district, to use the Drop/Grace option, to withdraw a student from their course enrollment(s), prior to them reaching 28 days enrolled, to avoid the course fee. This is regardless of whether the district is providing their own teachers (Partner Teachers) or are using Edgenuity teachers.

PATTACHMENT B (CONT.) PAYMENT TERMS and CONDITIONS

- I. PROVIDER shall provide the Curriculum and/or Instructional Services identified in the **Payment Terms and Conditions** pricing table (the "Deliverables").
- II. PROVIDER will commit its teachers to a student-teacher ratio which is one teacher per 50 students for grades K-5, one teacher per 65 students for grades 6 - 8 and one teacher per 200 students for grades 9 -12.
- III. The PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract 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. In furtherance of this provision, the PROVIDER warrants that:
 - a. As to each work of software or other "information technology" as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the 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 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, audio-visual, work or sound recording from which the included image or sound was taken.
- IV. 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.
- V. 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-student/education records.
- VI. PROVIDER ~~has filed for~~ 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.
- VII. 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 PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.

- VIII. In no event will the CLIENT or CLIENT'S members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the 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.
- IX. Method for Conflict Resolution - Any dispute concerning performance of the contract shall be decided by the CLIENT'S designated contract manger, who shall reduce the decision to writing and serve a copy to the PROVIDER. The decision shall be CLIENT'S final decision unless within ten (10) days from the date of receipt, the 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 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.
- X. 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.
- XI. **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.
- XII. **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.
- XIII. 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.
- XIV. **PUBLIC RECORD** - CLIENT agrees that all Edgenuity 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 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.

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

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XV. **JESSICA LUNSFORD ACT** - Edgenuity and its employees are 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., in accordance with Section XVIII. of the Standard Terms.

XVI. **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.

XVII. **EQUAL OPPORTUNITY** Edgenuity shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the 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.

XVIII. ~~XVIII.~~ **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.

XIX. **SALES TAX EXEMPTION** - Except to the extent CLIENT provides Edgenuity with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice CLIENT for and CLIENT agrees to promptly pay any 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.

XXI. ~~XXI.~~ **AUDIT**- Client may audit Edgenuity under this Agreement for compliance matters upon

reasonable written notice to Edgenuity. Any such audit will be conducted under normal business hours and days of operation.

~~XXII.~~ **XXII.—PUBLIC AGENCY CONTRACTS:** To the extent that Edgenuity meets the definition of "contractor" under Section 119.0701 under Florida Statutes, in addition to other contract requirements provided by law, Edgenuity must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Upon completion of the contract, transfer, at no cost to the School Board, all public records in possession of Edgenuity or keep and maintain public records required by the School Board to perform the service. If Edgenuity transfers all public records to the School Board upon completion of the contract, Edgenuity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Edgenuity keeps and maintains public records upon completion of the contract, Edgenuity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. IF EDGENUITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EDGENUITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO FLORIDA STATUTES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTACT FOR THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS:

NAME: Janene Fitzpatrick

PHONE: (386) 647-4600 EMAIL:

janene.fitzpatrick@suwannee.k12.fl.us

ADDRESS: 1740 Ohio Ave. South, Live Oak, Florida, 32064

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- f. Edgenuity acknowledges that the School Board cannot and will not provide legal advice or ~~business advice to~~ business advice to Edgenuity with ~~respect to~~ respect to its obligations pursuant to this section related to public records. Edgenuity further acknowledges that it ~~will not rely~~ will not rely on the School Board or its counsel to provide such business or legal advice and that it has been advised to seek professional advice regarding public records matters addressed by this agreement. Edgenuity acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

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ATTACHMENT B (CONT.)
PAYMENT TERMS and CONDITIONS

REPORTING		
Implementation	School of Enrollment	Teacher of Record School of Instruction
Partner (aka Franchise)	District Public, Charter School, or District Virtual School	District Virtual School
Flex (aka Part-Time)	District Public, Charter School, or District Virtual School	Edgenuity
Full-Time	7001 (District Student)	7001
	N998 (Home School Student)	

PRICING		
PARTNER		
Item	Description	Course Fee
K-5*	Semester course and hosting	\$65
6-12 (Tier I)	Semester course and hosting	\$45
6-12 (Tier II)	Semester course and hosting (Third Party Courses)	\$85

PRICING FLEX		
Item	Description	Cost
Elementary*	Semester course, hosting and instruction	\$275
Middle School	Semester course, hosting and instruction	\$225
High School	Semester course, hosting and instruction	\$225
High School (AP)*	Semester course, hosting and instruction (Advanced Placement)	\$325

*Semester workbooks may be ordered for \$25 each per subject per semester course.

**AP books will be sent to the student after they reach the required completion threshold. When available, books are sent in digital format.

***Instructional Services, Professional Development quoted and sold separately.

Grace Period: K-5 = 14 Days, 6-12 = 28 Days

Partner enrollments marked "Drop-Grace" within the grace period will not be charged. Partner enrollments past the grace period will be charged in full. Enrollments with Edgenuity Instructional Services marked "Drop-Grace" within the grace period will not be charged. Enrollments with Edgenuity Instructional Services after the grace period (other than "successfully completed" enrollments) shall be charged the course fee.

Billing Roster and Invoice

Edgenuity will send the billing roster to district administrators twice each year, typically coinciding with the end of each semester. These billing rosters will reflect charges for both successful completions and any course fees. The district administration has seven (7) days after receiving the billing roster for any edit request or to approve the billing roster.

INFO ONLY

SCSB 2022-81 (REVISED/RENEWAL1

ATTACHMENT B (CONT.) PAYMENT TERMS and CONDITIONS

<u>PRICING</u>			
<u>FULL-TIME</u>			
<u>Item</u>	<u>Description</u>	<u>CMO</u>	<u>Instruction</u>
K-12	Up to 6 courses for the school year, hosting instruction, dedicated success coach, concept coaching, and all required course materials	\$1,000	\$3,000

Grace Period: K-5 = 14 Days, 6-12 = 28 Days

Full-Time enrollments with Edgenuity Instructional Services exited within the grace period will not be charged. Full-Time enrollments exited after the grace period (other than "successfully completed" enrollments) will be charged the associated CMO (course, materials, onboarding) fee.

Billing

Edgenuity will send three invoices each school year for students enrolled in the Full-Time school. Initial billing is for each student's associated CMO (Course, Materials, Onboarding) fee. Subsequent invoices are for any successfully completed enrollments. These invoices try and capture these enrollments for the Fall and Spring semesters.

ATTACHMENT C
CURRICULUM PLAN

ENGLISH (6-12)

English/Language Arts

¹ Denotes Tier II Course	1001420	AP English language & Composition
1001405	1001430	AP English Literature & Composition
1001410		English 4-Honors 4
1000410	1001420	Intensive ReadingAP English Language & Composition
1006300	1001430	Journalism 4AP English Literature & Composition
1007300		Speech 1 A*
1007300		Speech 1 B*
1008350		Reading for College Success*
1009320	1009300	Creative Writing 1*
1009300	1009320	Creative Writing 1*
1009370		Writing for College Success*

¹ Denotes One-semester course

ATTACHMENT C

Math (6-12)

CURRICULUM PLAN (cont.)

**Tier II courses are highlighted*

Math

<i>Denotes Tier II Course</i>	
1210300	1201315 Analysis of Functions Honors
1210320	Probability and Statistics with Applications Honors
1211300	Trigonometry Honors*
12013001298310	Mathematical Analysis HonorsAdvanced Topics in Mathematics
1298310	Advanced Topics in Mathematics
1298315	Advanced Topics in Mathematics for Credit Recovery
1202340	Precalculus Honors
1202310	AP Calculus AB
1202340	Precalculus Honors
1206300	Informal Geometry

2 Denotes One-semester course

ATTACHMENT C
CURRICULUM PLAN (cont.)

*Tier II courses are highlighted
SCIENCE (6-12)

Science

2003320	Physical Science Honors
2001350/2003340	Astronomy Solar/Galactic Chemistry 1
2000350/2003350	Anatomy & Physiology* Chemistry 1 Honors
2003380	Physics 1
2003390	Physics 1 Honors
Denotes Tier II Course	2003385 Physics 1 for Credit Recovery
2000	2003390 Physics Honors
2000	2002480 Forensic Science
2001315	2002500 Marine Science
2001320	Earth/Space Science Honors
2001340	Environmental Science

3 Not available with Edgenuity teachers

4 Denotes One-semester course

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6-6*
 Comprehensive 6/7*
 Comprehensive 7/8*
 Research and Decision Mak
 to Career Clusters*
 Dimensional Studio Art 1 A*
 Dimensional Studio Art 1 B*

*Tier II courses are highlighted. Edgenuity (VIP) teachers only are bold italicized.

ve Photogra	2109420	AP World History: Modern
ve Photogra	2109430	Holocaust*
Art and Des	Denotes Tier II Course	
Art and Des	2106420	AP Psychology
ing Music 1	2107300	Psychology 1*
	2107310	Psychology 2*
	2107350	AP Psychology
Music 1 B*	2108300	Sociology*
Tier II co	2102345	Economics with Financial Literacy Honors
highlighted	2102372	Personal Financial Literacy*
SOCIAL S	2108300	World Cultural Geography
(VIP6-12)	2108340	AP Human Geography
are bold it	2105310	World Religions*
	2105340	Philosophy*
	2106310	United States Government

ATTACHMENT C CURRICULUM PLAN (cont.)

Social Studies

Denotes One-semester course

Florida Course Code	Course Title
707000	MJ Chinese Beginning
707010	MJ Chinese Intermediate
701000	MJ French Beginning
701010	MJ French Intermediate
702000	MJ German Beginning
702010	MJ German Intermediate
708000	MJ Spanish Beginning
708010	MJ Spanish Intermediate
711300	Chinese 1
711310	Chinese 2
701320	French 1
701330	French 2
701340	French 3 Honors
702320	German 1
702330	German 2
706300	Latin 1
706310	Latin 2
708340	Spanish 1
708350	Spanish 2
708360	Spanish 3 Honors
717300	American Sign Language I
717310	American Sign Language 2
701380	AP French Language and Culture
708400	AP Spanish Language and Culture

*Tier II courses are highlighted

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ATTACHMENT C
(cont.) CURRICULUM PLAN (cont.)

	Florida Course Code	Course Title	
er Education/Traffic			Traffic Safety
duction to Art Histo	0701000	M/J French Beginning	t History*
n-World Cultures*	0701010	M/J French Intermediate	res*
th 1: Life Managem	0702000	M/J German Beginning	agement Skills*
th 2: Personal Healt	0702010	M/J German Intermediate	Health*
Aid and Safety**	0707000	M/J Chinese Beginning	
onal, Social, and Fa	0707010	M/J Chinese Intermediate	and Family Relationships*
onal Fitness*	0708000	M/J Spanish Beginning	
ss for Lifestyle Des	0708010	M/J Spanish Intermediate	le Design*
ational Activities/In	0701320	French 1	ities/Individual Sports*
ational Activities/A	0701330	French 2	ities/Walking Fitness*
ational Activities	0701340	French 3 Honors	ities - Running*
Sports 1*	0701380	AP French Language & Culture	
ght Training 4	0702320	German 1	
cal-Thinking and St	0702330	German 2	
Core	0706300	Latin 1	nd Study Skills*
	0706310	Latin 2	
	0708340	Spanish 1	
	0708350	Spanish 2	
	0708360	Spanish 3 Honors	
	0708400	AP Spanish Language & Culture	
	0711300	Chinese 1	
	0711310	Chinese 2	
	0717300	American Sign Language 1 A5	
	0717300	American Sign Language 1 B*	
	0717310	American Sign Language 2 A*	
	0717310	American Sign Language 2 B*	

WORLD LANGUAGE

Denotes Tier II Course

5 Denotes One-semester course

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ATTACHMENT C
CURRICULUM PLAN (cont.)

GENERAL ELECTIVES (6-12)

Florida Course Code	Course Title
0102040	M/J Creative Photography 1 A*
0102040	M/J Creative Photography 1 B*
1301090	M/J Exploring Music 1 A*
1301090	M/J Exploring Music 1 B*
1508000	M/J Fitness 6*
1508060	M/J Comprehensive 6/7*
1508070	M/J Comprehensive 7/8*
1700060	M/J Career Research and Decision Making*
8000400	M/J Orientation to Career Clusters*
0100310	Introduction to Art History*
0100320	Art in World Cultures*
0200305	Computer Science Discoveries
0800300	Health 1: Life Management Skills*
0800310	Health 2: Personal Health*
0800320	First Aid and Safety*
0800330	Personal, Social, and Family Relationships
1501300	Personal Fitness*
1501310	Fitness for Lifestyle Design*
1501340	Weight Training 1*
1501380	Personal Fitness Trainer
1502470	Recreational Activities - Running
1502476	Recreational Activities Individual Sports*
1502470	Recreational Activities Walking Fitness*
1502500	Sports Officialing
1503350	Team Sports 1*
1700370	Critical Thinking and Study Skills*
1700380	Career Research and Decision Making (9-12)*
1900300	Driver Education/Traffic Safety - Classroom*
3026010	HOPE-Core

Denotes Tier II Course

*Denotes Only Available Via Instructional Services. * Denotes One-semester course*

ATTACHMENT C
CURRICULUM PLAN (cont.)

CAREER ELECTIVES (6-12)

8000400 - M/J Orientation to Career Clusters*
0500000 - M/J Personal, Career and School Development Skills
9009200 - M/J Middle School Coding Fundamentals
9009500 - M/J Fundamentals of Web and Software Development
0200305 - Computer Science Discoveries
1501380 - Personal Fitness Trainer
1502500 - Sports Officiating*
1700380 - Career Research and Decision Making*
8207310 - Digital Information Technology
8500120 - Personal and Family Finance*
8812110 - Principles of Entrepreneurship
8812000 - Business Ownership
8827110 - Marketing Essentials
8106810 - Agriscience Foundations I A*
8106810 - Agriscience Foundations I B*
3027010 - Biotechnology I A*
3027010 - Biotechnology I B*
8209100 - Careers in Fashion & Interior Design*
0108310 - Creative Photography A*
0108310 - Creative Photography B
8800510 - Culinary Arts I A*
8800510 - Culinary Arts I B*
0800370 - Parenting I*
8405110 - Early Childhood Education A*
8405110 - Early Childhood Education B*
8006120 - Introduction to Alternative Energy A*
8006120 - Introduction to Alternative Energy B*
8121510 - Introductory Horticulture II A*
8121510 - Introductory Horticulture II B*
8500355 - Nutrition and Wellness
8500390 - The Principles of Food

Denotes Tier II Course

*Denotes our Instructional Services department only * Denotes One-semester course

ATTACHMENT C
CURRICULUM PLAN (cont.)

CREDIT RECOVERY (6-12)

INFO ONLY

SCSB 2021-64-2022-81 (REVISED/RENEWAUREVISED/RENEW AU

Florida Course Code	Course Title
1001315	English 1 for Credit Recovery
1001345	English 2 for Credit Recovery
1001375	English 3 for Credit Recovery
1001402	English 4 for Credit Recovery
1200315	Algebra 1 for Credit Recovery
2000315	Biology 1 for Credit Recovery
2003345	Chemistry 1 for Credit Recovery
2100315	United States History for Credit Recovery
2106315	United States Government for Credit Recovery*
2109315	World History for Credit Recovery

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SCSB 2021-61-2022-81 (REVISED/RENEWAUREVISED/RENEWAUI

ATTACHMENT C CURRICULUM PLAN (cont.)

ELEMENTARY (K-5)

Grade	Language Arts	Science	Mathematics	Social Studies
K	5010041	5020010	5012020	5021020
1	5010042	5020020	5012030	5021030
2	5010043	5020030	5012040	5021040
3	5010044	5020040	5012050	5021050
4	5010045	5020050	5012060	5021060
5	5010046	5020060	5012070	5021070

Grade	Health	Physical Education	Art
K	5008020	5015020	5001010
1	5008030	5015030	5001020
2	5008040	5015040	5001030
3	5008050	5015050	5001040
4	5008060	5015060	5001050
5	5008070	5015070	5001060

Other K-5 Courses	
Music	Music Recorder Level 1
Technology	Keyboarding
Technology	Scratch Coding

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CAREER ELECTIVES
ELECTIVES

GENERAL

ATTACHMENT D

KEdgenuity

TERMS AND CONDITIONS BETWEEN EDGENUITY INC. AND THE SUWANNEE COUNTY SCHOOL BOARD SCHOOL BOARD, FLORIDA

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement").

1. DEFINITIONS.

- a. Subscription refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the Licensed Material (defined below) and Third Party Services found at <https://www.edgenuity.com/third-party-services.pdf>.

<https://www.edgenuity.com/third-party-services.pdf>.

- b. Licensed Material refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum documentation and software including applets and animations.
- c. Professional Development refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.
- d. Instructional Services refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject to the additional terms contained in the attached Addendum.

2. LICENSE and SERVICES.

- a. License. Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
- Concurrent License - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneously cannot exceed total quantity of licenses purchased.
 - Reusable License - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
 - Single User - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
 - Site License - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
 - Virtual School - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

Virtual Instruction ProMoer Agreement /tcigenuity, Inc.

- b. Services. If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- a. c. Edgenuity Technical and Customer Support. Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

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<https://www.edgenuity.com/support/customer-support/>
3. **USE OF SUBSCRIPTION; (USE OF)**

- a. Customer Data and Student Data. All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("Customer Data"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.
- b. Customer Responsibilities. Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.
- 4. **WARRANTIES AND DISCLAIMERS**
 - a. Compliance Warranty & Privacy Policy. Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
 - b. Professional Development and Instructional Services Warranty. Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
 - c. Edgenuity Service Warranty. Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THESE TERMS 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 SUBSCRIPTION AND REFUND A PORTION OF THE FEE.
 - d. DISCLAIMERS. THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES 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 SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. 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, excluding Edgenuity income and payroll taxes.
6. **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 before 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 written notice to seek a protective order.
7. **EDGENUITY PROPERTY.**
 - a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content 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 and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
 - b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription 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 Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
8. **TERM AND TERMINATION**
 - a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development Services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity's issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer's continued accessing and use of the Products and/or Service.
 - b. **Funding Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be 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 within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
 - c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (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(b), if either party is in material breach of this Agreement, the

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~~non-breaching non-breaching~~ party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.

- ~~c. Access to and Return of Customer Data and Student Data.~~ For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. Suspension for Violations of Law. Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. Return or Destroy Edgenuity Materials Upon Termination. Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.
9. LIABILITY LIMIT.
- a. EXCLUSION OF INDIRECT DAMAGES. EDGENUTY 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. EDGENUTY'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 BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.
10. 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 Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperate with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription 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 services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUTY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement, and (ii) an indemnifying party's violation of Applicable Law.
11. OTHER TERMS.
- a. Governing Law. If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.
- ~~b. Entire Agreement and Changes.~~ These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether
- ~~b. SCSB 2021-64 (REVISED/RENEWAL)~~ oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.
- 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 all or substantially all the assets of a party.
- d. Independent Contractors. The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. Feedback. By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

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- 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 fees, neither party is liable for events beyond its reasonable control, including, without

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- limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- 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 and Order of Precedence. This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
 - i. Survival of Terms. Sections 5 through 49, 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

Customer: Suwannee County School Board	Edgenuity Inc.
Signature: /	Signature: /
Printed Name: Ted L. Roush	Printed Name: /
Title: Superintendent of Schools	Title: /
Date: JUL 28 2020	Date: /
Address: 1740 Ohio Avenue, Ave. South Live Oak, FL 32064	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Chairperson, Suwannee County School Board

BY: /
Leandra Hietzen

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency"

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BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A., PA
Suwannee School Board Attorney

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Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing, or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
 - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote

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Instruction Provider Agreement / Edgenuity

specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods of extension of time for delivery of PD Services.

- b. Use of Customer's Facilities. If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.

7. NO UNAUTHORIZED RECORDING OR REPRODUCTION. All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.

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ATTACHMENT E

1. E-VerifyF.-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/> e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- B. Subcontractors
- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- ~~Payment Schedule~~ D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

~~All Instructions Pertaining to Agreement~~

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KEgenuity

Price Quote for Services

Edgenuity Inc.
1360 E.
Chaparral Road
Suite 100
Scottsdale, AZ
85250-3777
1257

Suwannee County School District
Live Oak, FL

Date: 7/1/2020
Quote#: 143669
Vendor #

Price Expires

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Contract End

Net-30 Header	Quantity	Description	Per Unit	Amount
Edgenuity Teachers	1	US Teaching Services per semester course - Teaching Services - part time, supplemental (per semester) \$225	0.00	0.00
Edgenuity Teachers	1	Per Semester Enrollment (AD Non-Advanced Placement Services - part time, supplemental (per semester) \$325	0.00	0.00
Course Charge - Distri...	1	Per Semester Enrollment (AD Non-Advanced Placement Course) includes Required AD textbooks and enrollment with other teachers	0.00	0.00
Course Charge - Edge...	1	\$20 Per Enrollment. Charged when students ready either	0.00	0.30
eGymnastic Course Ch...	1	US Teaching per Semester (12 week) Course - Course Only Fee - Edgenuity Courses (per course) with edgenuity's teachers - Student doesn't reach 20% by 28	0.00	0.00
K-5 Wolbeck	1	Dynamic Lectures Per Enrollment Per Semester (14 day in-class period) - \$55 Course	0.00	0.00
K-5 Course	1	US Elementary Course Workbook (non-refundable one semester) \$25 per workbook	0.00	0.00
	1	US Elementary Course for use with District's teacher \$100 per semester enrollment	0.00	0.00

6/30/2024

7/1/2020

8/30/2024

\$0.00

Edgenuity will audit enrollment count through end of fiscal year. If more enrollments are found to be in use than purchased, Edgenuity will invoice for the additional usage.

This is subject to Edgenuity Inc. Standard Terms and Conditions. These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-solutions/terms-and-conditions-of-sale.pdf>. may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchase document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law all pricing information contained in this quote is

Total

confidential, and may not be shared with third parties without Edgenuity's written consent.

Customer

Edgenuity Inc Representative

Signature

Print Name Title

Not valid unless accompanied by a purchase order.
Please specify a shipping address if applicable.

Please e-mail this quote, too purchase order and order documentation to AR@godgenuity.com or fax to 430-423-0213.

8430 E. Chandler Rd. Suite 100, Scottsdale, Arizona 85260-3777 TEL: 430-423-0213 Fax: 430-423-0213 www.edgenuity.com

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Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

According to Section (s.) 1008.22(7)(c), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C), each school district must complete this uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the Department by October 1 of each school year, beginning in 2016–17. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information in sections 3 and 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments. Do not modify any other information in this section.

Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
CBT	Computer-Based Test
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need
District Window	The selected dates within the statewide window during which a district will administer a given assessment
District-Required Assessments	Assessments required by the school district for students in a specific grade or course
ELA	English Language Arts
EOC	End-of-Course
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results
FAIR	Florida Assessments for Instruction in Reading
FLKRS	Florida Kindergarten Readiness Screener
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
FSA	Florida Standards Assessments
FSAA	Florida Standards Alternate Assessment
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.

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2021–2022 Uniform Statewide Assessment Calendar

Acronym/Term	Definition
NAEP	National Assessment of Educational Progress
NGSSS	Next Generation Sunshine State Standards
PBT	Paper-Based Test
Progress Monitoring	Process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction
Statewide, Standardized Assessments	All assessments required by s. 1008.22, F.S.
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment
Testing Time	The amount of time individual students are each given to respond to test items on each test
VAM	A Value-Added Model (VAM) is used by some school districts as part of their educator evaluation system. It is also used in the approval process for teacher preparation programs, as part of the criteria for teachers to qualify for a financial award under the Florida Best and Brightest Teacher Scholarship program and as part of the criteria to extend an educator's temporary teaching certificate.
VPK	Florida's Voluntary Prekindergarten Education Program

2. Test, Type, and Purpose/Use

Add rows as needed to define district-required tests, test type, and their purpose/use in your district. If additional types are added, define applicable types in the glossary. Do not modify any other information in this section.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs 2-0	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S. Rule 6A-6.0902, F.A.C. Rule 6A-6.09021, F.A.C. Rule 6A-6.0903, F.A.C.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	
FAIR	Diagnostic/Progress Monitoring	Provides general estimates of students' reading ability/monitors students' progress toward meeting grade-level skills in reading	s. 1008.25(4), F.S.
FLKRS	Diagnostic/Progress Monitoring	Determine readiness for kindergarten; used to calculate VPK Provider Kindergarten Readiness Rates	s. 1002.69, F.S. Rule 6M-8.601, F.A.C.
FSA	Summative	Purpose: Measure student achievement of Florida's academic standards (Florida Standards, Next Generation Sunshine State Standards) Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; differentiated accountability; VAM; scholar designation; Credit Acceleration	s. 1002.38, F.S. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1004.04, F.S. s. 1004.85, F.S.
FSAA	Summative		
NGSSS EOC	Summative		
Statewide Science Assessment	Summative		



Suwannee County School District
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Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
		Program; school improvement plans; school, district, state, and federal reporting	s. 1008.22, F.S. s. 1008.25, F.S. s. 1008.33, F.S. s. 1008.34, F.S. s. 1008.341, F.S. s. 1012.34, F.S. s. 1012.56, F.S. s. 1012.731, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. Rule 6A-1.0943, F.A.C. Rule 6A-1.09432, F.A.C. Rule 6A-1.09981, F.A.C. Rule 6A-1.099811, F.A.C. Rule 6A-1.099822, F.A.C. Rule 6A-5.0411, F.A.C.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement	s. 1007.35, F.S.

3. Required Statewide Assessments

The following assessments are required for students as indicated in the Students to Be Tested column.

Populate the **District Window** column for each assessment in the table below. Do not modify any other information in this section. When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FLKRS	Kindergarten	July 12–October 15, 2021	Aug. 10–Sept. 20	CBT ¹	15–20 minutes	Immediately following test completion

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Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA—Datafolio ⁴	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 1: September–October 2021	N/A	PBT	Varies/Untimed	June 2022
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	September 13–October 1, 2021	September 13–October 1, 2021	CBT ¹	180 minutes ²	October 2021
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	September 13–October 1, 2021	September 13–October 1, 2021	CBT ¹	160 minutes ³	October 2021
Florida Civic Literacy Exam (FCLE)	Students enrolled in a U.S. Government course	October 25–December 17, 2021 (tentative)	October 25–December 17, 2021 (tentative)	CBT	160 minutes	Immediately following test completion
FSA—Datafolio ⁴	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 2: November–December 2021	N/A	PBT	Varies/Untimed	June 2022
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	November 29–December 17, 2021	November 29–December 17, 2021	CBT ¹	180 minutes ²	January 2022
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	November 29–December 17, 2021	November 29–December 17, 2021	CBT ¹	160 minutes ³	January 2022

Suwannee County School District
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Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSAA—Datafolio ⁴	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 3: March–April 2022	N/A	PBT	Varies/Untimed	June 2022
FSAA—Performance Task ⁵	Grades 3–8 ELA & Mathematics; Grades 4–8 Writing; Grades 5 & 8 Science; and Civics EOC	February 28–April 15, 2022	February 28–April 15, 2022	PBT	Varies/Untimed	June 2022
ACT ⁶	Grade 11 students in districts that selected ACT	March 1, March 29, or April 19, 2022	N/A	CBT	175 minutes	3–8 weeks after test administration
SAT ⁶	Grade 11 students in districts that selected SAT	March 2 or April 13, 2022	March 2	CBT	180 minutes	2–4 weeks after test administration
FSAA—Performance Task ⁵	Grades 9 & 10 ELA; Grades 9 & 10 Writing; and Algebra 1, Biology 1, Geometry, and U.S. History EOCs	March 14–April 29, 2022	March 14–April 29, 2022	PBT	Varies/Untimed	June 2022
FSA ELA – Reading	Grade 3	April 4–15, 2022	April 4–15, 2022	PBT	160 minutes	May 2022
FSA ELA – Writing	Grades 4–6	April 4–15, 2022	April 4–15, 2022	PBT	120 minutes	June 2022
FSA ELA – Writing	Grades 7–10	April 4–15, 2022	April 4–15, 2022	CBT ¹	120 minutes	June 2022
FCLE	Students enrolled in a U.S. Government course	April 11–May 27, 2022 (tentative)	April 11–May 27, 2022 (tentative)	CBT ¹	160 minutes	Immediately following test completion
FSA ELA – Reading	Grades 4–6	May 2–13, 2022	May 2–13, 2022	PBT	Grades 4–5 Reading: 160 minutes Grade 6 Reading: 170 minutes	June 2022

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Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA Mathematics	Grades 3–6	May 2–13, 2022	May 2–13, 2022	PBT	Grades 3–5 Mathematics: 160 minutes Grade 6 Mathematics: 180 minutes	June 2022
FSA ELA – Reading	Grades 7–10	May 2–27, 2022	May 2–27, 2022	CBT ¹	Grades 7–8 Reading: 170 minutes Grades 9–10 Reading: 180 minutes	June 2022
FSA Mathematics	Grades 7 and 8	May 2–27, 2022	May 2–27, 2022	CBT ¹	180 minutes	June 2022
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	May 2–27, 2022	May 2–27, 2022	CBT ¹	180 minutes ²	June 2022
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	May 2–27, 2022	May 2–27, 2022	CBT ¹	160 minutes ³	June 2022
NGSSS Statewide Science Assessment	Grades 5 and 8	May 9–20, 2022	May 9–20, 2022	PBT	160 minutes	June 2022
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	July 11–22, 2022	July 11–22, 2022	CBT ¹	180 minutes ²	August 2022
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	July 11–22, 2022	July 11–22, 2022	CBT ¹	160 minutes ³	August 2022

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

² Any student taking an FSA EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

³ Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

⁴ The FSAA—Datafolio is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment or the FSAA—Performance Task is inappropriate, even with accommodations.

⁵ The FSAA—Performance Task is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

⁶ Each district must choose to administer *either* the ACT or SAT. Complete the row for the assessment chosen by your district and then change the background for the assessment not chosen to gray and leave the district window cell blank.

4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. Populate the **District Window** column for the assessments in the table below. If an assessment is not being administered in your district, indicate “N/A” in the District Window column. Do not modify any other information in this section.

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Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Applicable Students ¹	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	Assessment Period (AP) 1: August 2–November 5, 2021	N/A	CBT ¹	45 minutes	1 week after
PreACT	Grade 10	September–December 2021	N/A	PBT	150 minutes	Approximately 2 weeks after testing
ELA Grade 10 Retake – Writing		September 13–October 1, 2021	September 13–October 1, 2021	CBT ¹	120 minutes ²	December 2021
ELA Grade 10 Retake – Reading		September 13–October 1, 2021	September 13–October 1, 2021	CBT ¹	180 minutes ²	December 2021
FSAA—Performance Task ⁶ Grade 10 ELA and Algebra 1 EOC Makeup		September 27–October 15, 2021	September 27–October 15, 2021	PBT	Varies/Untimed	December 2021
PSAT/NMSQT	Grade 10	October 13, 2021	October 13, 2021	PBT	165 minutes	January 2022
FAIR	Grades 3–12	AP 2: November 8, 2021–February 11, 2022	N/A	CBT ¹	45 minutes	1 week after
ACCESS for ELLs	Grades K–12 currently classified as ELL with “LY” code	January 24–March 18, 2022	January 24–March 18, 2022	PBT	Kindergarten: 45 minutes Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2022
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with “LY” code	January 24–March 18, 2022	January 24–March 18, 2022	PBT	80 minutes	June 2022
FAIR	Grades 3–12	AP 3: February 14–June 10, 2022	N/A	CBT ¹	45 minutes	1 week after
ELA Grade 10 Retake – Writing		February 21–March 11, 2022	February 21–March 11, 2022	CBT ¹	120 minutes ²	May 2022
ELA Grade 10 Retake – Reading		February 21–March 11, 2022	February 21–March 11, 2022	CBT ¹	180 minutes ²	May 2022
FSA Algebra 1 Retake EOC ⁵		February 21–March 11, 2022	February 21–March 11, 2022	CBT ¹	180 minutes ²	May 2022

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

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² Any student taking an FSA ELA Retake or EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

³ Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

⁴ If indicated, “applicable students” relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment.

Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

⁵ The FSA Algebra 1 EOC Assessment is only offered as a separate Retake assessment during the Spring administration; students retaking the FSA Algebra 1 EOC in Fall, Winter, or Summer participate in the regular EOC administration.

5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in your district.

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
I-Ready ELA and Math Diagnostic	Kindergarten, Grade 1, Grade 2, Grade 3	Aug.16 -Sept. 10, Nov. 29-Jan. 7, April 11-May 20	CBT	120 minutes each; total 360 minutes	Immediately following test completion
I-Ready ELA and Math Diagnostic	Grade 4-8 (ELA) Grades 4-7 (MA)	Aug.16 -Sept. 10, Nov. 29-Jan. 7, March 7-April 1	CBT	120 minutes each; total 360 minutes	Immediately following test completion
Write Score	Grades K-2	Jan. 31-Feb. 4	Paper	60 minutes	2-4 weeks
Write Score	Grade 3	Nov. 15-19, Jan. 31-Feb. 4	Paper	120 minutes; total 240 minutes	2-4 weeks
Write Score	Grades 4-6	Sept. 13-17, Nov. 15-19, Jan. 31-Feb. 4,	Paper	120 minutes each; total 360 minutes	2-4 weeks
Write Score	Grades 7-10	Sept. 13-17, Nov. 15-19, Jan. 31-Feb. 4	CBT	120 minutes each; total 360 minutes	2-4 weeks
Science Diagnostic	Grade 5, Grade 8	Aug. 16-Sept. 3, Jan. 10-31	CBT	50 minutes; total 100 minutes	Immediately following test completion

Rule 6A-1.094224, F.A.C.

Form ARM 001

Effective October 2018

Updated July 19, 2021



FLORIDA DEPARTMENT OF
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Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
STAR Reading (ELA)	Grades 9-10	Aug. 16-Sept. 10, Nov. 29-Dec. 10	CBT	20 minutes each; total 40 minutes	Immediately following test completion
APM (Adaptive Progress Monitoring) ELA	Grade 9, Grade 10	Aug. 23-Sept. 10, Nov. 29- Dec. 10, Feb. 14-28	CBT	60 minutes each; total 180 minutes	Immediately following test completion
STAR Math	Students enrolled in Algebra One (grade 8) and Geometry (grade 9)	Aug. 16-Sept. 10, Nov. 29- Dec. 10	CBT	20 minutes each; total 40 minutes	Immediately following test completion
USH Diagnostic	Students enrolled in USH (grade 11)	Aug. 23-Sept. 17, Feb. 22- March 11	CBT	50 minutes; total 100 minutes	Immediately following test completion
Biology Diagnostic	Students enrolled in Biology (grade 10)	Aug. 23-Sept. 17, Feb. 22- March 11	CBT	50 minutes; total 100 minutes	Immediately following test completion
Civics Diagnostic	Grade 7	Aug. 23-Sept. 17, Feb. 22- March 11	CBT	50 minutes; total 100 minutes	Immediately following test completion
PSAT 8/9	Grade 8, Grade 9	October 13	Paper	165 minutes	January 2021

Suwannee County School District
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6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)
K	15–20	420	440
1	0	420	420
2	0	420	420
3	320	600	920
4	440	720	1160
5	600	820	1420
6	470	720	1190
7	630	820	1450
8	630	845	1475
9	640	785	1425
10	480	680	1160
11	340	100	440
12	160	0	160

¹ The amount of time for grade 11 statewide assessments will depend on whether a district selects ACT or SAT. If ACT, use 335 minutes (160 +175) for the grade 11 Statewide Assessments cell. If SAT, use 340 minutes (160 + 180) for the grade 11 Statewide Assessments cell.

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3



ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools
FROM: Walter Boatright, Director of Human Resources *WB*
DATE: September 8, 2021
RE: Human Resources Transactions for September 14, 2021
Special Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resource Transactions
September 14, 2021
Special Meeting

TO: District School Board of Suwannee County
FROM: 
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

District Wide/21st Century:

Approval of the following employees to work as paraprofessionals in the 21st Century Afterschool program:

Allen, Amy	McCullers, Cletia
Ash, Tara	Mackin Susan
Kaycie Blanton	Melland, Kelly
Browning, Lyndsey	Miracle, Janell
Clark, Amanda	Mott, Kimberly
Combee, Tracy	Parker, Charis
Diaz, Janet	Patrick, Takesha
Edwards, Robyne	*Phillips, Denah
Furry, Rhonda	Ragan, Georgette
Gay, Danielle	Ramirez, Amanda
*Greaves, Staci	Ramsey, Mandy
Greene, April	Ratliff, Sue
*Griswold, Julie	Riegel, Marcia
Harrell, Sabrina	Ross, Brooklyn
Hayes, Tina	Stavig, Keith
Herring, Rhoshonda	Stines, Wendy
Jensen, Victoria	Suggs, Carla
Kirby, Traci	Turnman, Michelle
Klecka, Julie	Wagner, Jessica
Knighton Hannah	Winnett, Jennifer
Knighton Stephanie	Zimmerman, Lawanna
Leak, Erika	
*Site Coordinators	

MISCELLANEOUS:

Approval for the following to work in the Reading Tutor Program:

<u>Name</u>	<u>Location</u>
Evelyn Arnold	Suwannee Pineview Elementary
Tammy Atkinson	Suwannee Riverside Elementary
Jamie Cato	Suwannee Riverside Elementary
Amanda Clark	Branford Elementary School
Megan Collins	Suwannee Springcrest Elementary
Shannon Daniel	Suwannee Springcrest Elementary
Angela Hester	Suwannee Pineview Elementary
Stephanie Knighton	Branford Elementary School
Marjerian Lewis	Suwannee Pineview Elementary
Tracy Pope	Suwannee Riverside Elementary

Alternate Teachers:

Deanna Burkett	Suwannee Middle School
Leigh Fountain	Suwannee Riverside Elementary
Leslie Fry	Suwannee Middle School
Rhonda Furry	Suwannee Middle School
Jacqueline Glover	Branford Elementary School
Cristina Herrington	Suwannee Middle School
Jennifer Hitt	Suwannee Middle School
Lorri Mercer	Suwannee Opportunity School
Ona Robertson	Suwannee Middle School
Lorena Urban	Suwannee Middle School
Joanne Weber	Suwannee Springcrest Elementary
Jenny White	Suwannee High School
Sandra Winburn	Suwannee Springcrest Elementary

Approval for the following to work in the Pre-K Extended Day program:

<u>Name</u>	<u>Location</u>
Tresca Anderson	Suwannee Riverside Elementary
Alexis Dalton	Suwannee Pineview Elementary
Kelly Davidson	Branford Elementary School
June Lane	Suwannee Springcrest Elementary
Kelsey Leighton	Suwannee Springcrest Elementary
Susan Mackin	Branford Elementary School
Deanna Yott	Suwannee Riverside Elementary

**End of List
2021-2022
School Year**