SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
May 25, 2021

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee High School

Special Recognition by the Superintendent

- Suwannee High School
  - Boys Weightlifting – Individual State Champion for Class 2A (183 pound Weight Class)
  - NJROTC – Received Distinguished Unit Award
  - NJROTC – Orienteering Team – Individual State Champion
  - NJROTC – Orienteering Team – State Participants

- 2020-2021 Retiree Recognition (*Instructional*)

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. The Superintendent recommends approval of the following Minutes: **(pgs. 7-26)**

| | |
|---|---|
| April 13, 2021 | - Workshop Session<br>- Special Meeting |
| April 27, 2021 | - Expulsion Issues Hearing with Hearing Officer (Private)<br>- Public Hearing<br>- Regular Meeting |

2. The Superintendent recommends approval of the monthly financial statement for April 2021.

3. The Superintendent presents the following bills for the period April 1-30, 2021:

| **General Checking Account** | |
|---|---|
| General Fund 1000 | $ 614,586.43 |
| LCIF Fund 3200 | 85,186.90 |
| Other Capital Projects Fund 3910 | 3,445.75 |
| Food Service Fund 4100 | 148,289.06 |
| Federal Fund 4200 | 80,692.48 |
| Elem & Sec School Emerg Relief Fund 4410 | 320,504.50 |
| Other Cares Act Relief Fund 4420 | 176,514.15 |
| | $ 1,429,219.27 |

| **Payroll Checking Account** | |
|---|---|
| General Fund 1000 | $ 3,122,452.39 |
| Food Service Fund 4100 | 146,874.20 |
| Federal Fund 4200 | 344,303.24 |
| Elem & Sec School Emerg Relief Fund 4410 | 13,833.97 |
| Other Cares Act Relief Fund 4420 | 3,908.58 |
| | $ 3,631,372.38 |

| **Total** | $ 5,060,591.65 |
|---|---|

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2020-2021:

| General | LCIF | Special Revenues |
|---|---|---|
| I-10 | III-9 | IV-3 (ESSER) |
| | | IV-10 (Federal) |
| | | IV-9 (Food Service) |
| | | IV-4 (Other CARES) |

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated May 25, 2021. **(pg. 27)**

6. The Superintendent recommends approval of the following contracts/agreements for the 2020-2021 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

| | |
|---|---|
| #2021-92 | Career Pathways Articulation Agreement between District School Board of Hamilton County and Suwannee County School Board, through RIVEROAK Technical College, for Nursing Assistant/Program of Study: Patient Care Technician and Practical Nursing; Culinary Arts/Program of Study: Commercial Foods and Culinary Arts; Digital Design/Program of Study: Administrative Office Specialist, Digital Design, and Medical Administrative Specialist; and Digital Information Technology/Program of Study: Administrative Office Specialist, Digital Design, and Medical Administrative Specialist (*Renewal*) **(pgs. 28-34)** |
| #2021-93 | Florida Virtual School (FLVS) Amendment 1 to the FLVS Franchise Agreement for State of Florida School District with Suwannee County School Board (Note: This is an amendment to Contract #2021-62, which was previously Board approved on July 28, 2020.) (*Renewal/Revised*) **(pgs. 35-76)** |

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

| | |
|---|---|
| #2022-03 | Virtual Learning Lab Agreement between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab (*Renewal/Revised*) **(pgs. 77-119)** |
| #2022-04 | Blended Learning Community Agreement between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community (*Renewal/Revised*) **(pgs. 120-161)** |

8. The Superintendent recommends approval of the following student teacher interns:

| Name | University | Site | Cooperating Teacher | Semester |
|---|---|---|---|---|
| Kelly Roberts | Liberty University | SRE | Karen Patten | Spring 2021 |
| Marisley Leal | University of FL | RTC | Julie Ulmer | Fall 2021 |

9. The Superintendent recommends approval of the following student transfers for the 2021-2022 school year. Parents will provide transportation.

District Reassignment:

| FIRST NAME | LAST NAME | TO | FROM | GRADE |
|---|---|---|---|---|
| Isabella | Cadle | Suwannee | Columbia | 9 |
| William "Cayson" | Davis | Suwannee | Columbia | 7 |
| Allura C. | Ellis | Suwannee | Madison | 9 |
| Emma | Hayes | Suwannee | Columbia | K |
| James "Zate" | Leitch-Absher | Suwannee | Lafayette | K |

Zone Reassignment:

| FIRST NAME | LAST NAME | TO | FROM | GRADE |
|---|---|---|---|---|
| Timothy | Ray | BES | Live Oak | K |

10. Human Resources Transactions **(pgs. 162-185)**

REGULAR AGENDA

1. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2021, through June 30, 2022.

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

   a. Add Operator, Risk Management position (12-month), effective July 1, 2021
   b. Add Employee Benefits Specialist I position (12-month), effective July 1, 2021
   c. Job Description #187 – Operator, Risk Management (*New*) **(pgs. 186-188)**
   d. Job Description #188 – Employee Benefits Specialist I (*New*) **(pgs. 189-191)**
   e. Revise *Salary Schedule Confidential Employees 2021-2022 Secretarial and Other Personnel* to reflect compensation for the Operator, Risk Management position on Line 1E, effective July 1, 2021 **(pg. 192)**
   f. Revise *Salary Schedule Confidential Employees 2021-2022 Secretarial and Other Personnel* to reflect compensation for the Employee Benefits Specialist I position on Line 1E, effective July 1, 2021 **(pg. 192)**

3. The Superintendent recommends approval of the following form:

   a. #7200-032 Suwannee District Schools Student Evaluation and Documentation for Retention (*Revised*) **(pg. 193)**

4. The Superintendent recommends awarding the following bid:

   a. #20-201 Additional one year extension to Ashford Services, Inc. for Custodial Supplies for the 2021-2022 school year.

5. Comments from Student Ambassadors

6. Legal Counsel's Report

7. Superintendent's Report

8. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
April 13, 2021

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White (arrived at 9:53 a.m.), along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

Administrators and others present: Jennifer Barrs, Walter Boatright, Amy Boggus, Marsha Brown, Erin Clark (arrived at 1:11 p.m.), Lisa Dorris, Lisa Garbett (arrived at 9:22 a.m.), Ronnie Gray, Malcolm Hines, Terry Huddleston, Elizabeth Johnston, Mary Keen, Dee Dee McManaway, Robinette Odom, Kecia Robinson, Angie Stuckey, T.J. Vickers, Kelly Waters, Jimmy Wilkerson, and Josh Williams. Danny Federico, with Riverbend News; and Trent Teesdale, with MidAmerica; were also present.

Chairman Alcorn called the meeting to order at 9:01 a.m., and led the pledge.

Assistant Superintendent of..... Janene Fitzpatrick
Instruction Department Update

Mr. Roush and Ms. Barrs provided updates on the following for Mrs. Fitzpatrick, who was absent:

**Mr. Roush**

- ESSER Funding – Will utilize these funds for summer school this year
- Shared information on the recent executive order giving school districts flexibility on the use of assessment results; will be meeting later in the week with administrators to discuss the impact the new executive order will have on our District (*handout*).

**Jennifer Barrs**

- NEFEC ELA Rubric – Evaluation of all instructional materials bid for state adoption; will have printed textbooks along with the digital option as well (*handout*).
- Summer Reading Camp and Literacy Tutoring Programs (*handout*).
- Shared information regarding the changes to the VPK Program at RIVEROAK Technical College (RTC) of being more of a teacher academy program; she mentioned that the program will be moving to another school site within the District.

Chief Financial Officer Department..... Vickie DePratter
Update **(pgs. 2-18)**

Mrs. DePratter provided updates on the following:

- LeaseQuery Agreement – New lease accounting system, GASB 87, which is mandated for governmental accounting.
- Shared information regarding the need to extend the O'Neal Roofing bid an additional year beyond the three year renewal.
- Draft Sales Tax Resolution (*handout*) – Asked for direction from the Board on whether to proceed with the resolution and process. Mr. Roush asked each board member to communicate information with their respective county commissioner regarding this resolution and process. Board members asked for talking points to convey to the public and to the county commissioners. Board consensus (all except for Board Member Ronald White) was to proceed with an agenda item to adopt the sales tax resolution on a future Board meeting agenda. Mr. Roush stated for the record that we have a replacement cycle for District vehicles—we do not have an entire new fleet of District vehicles. Mr. White asked for a list of our current vehicle/fleet. It was noted that this referendum has nothing to do with the purchase of vehicles/fleet.
- Budget for 2021-2022 – Budget workshop, for all funds, will be held in June. Discussion followed. Consensus was to hold the budget workshop on June 15, 2021. The budget will be presented to Board members in a pdf document, instead of printing individual notebooks, which will be a cost savings to the District. Consensus of the Board was to present the proposed budget, for 2021-2022, in a pdf format. Mr. Taylor asked that the Information Technology (IT) and Transportation Departments have a Five Year Work Plan (like Facilities). Mrs. DePratter stated that she was very confident in providing these draft Five Year Work Plans for IT and Transportation at the budget workshop.
- Completed all health insurance sign ups.
- COVID related health claims have surpassed half million dollars. An amendment has been submitted to possibly get help with ESSER funds to assist with the expense.

- Currently in an operational audit this year; so far all is going well.
- The District will have an increase in property insurance this year of approximately $130,000.

The workshop recessed at 10:53 a.m. and resumed at 11:01 a.m.

Proposed Administrative Salary Schedule-Revised (*handout*) – Reviewed the handout; and noted that the schedule will be effective July 1, 2021, if approved. Discussion followed.

MidAmerica Presentation.....Vickie DePratter and Trent Teesdale, with MidAmerica

Mrs. DePratter introduced Trent Teesdale, with MidAmerica, and provided background information regarding current process for retirees and their terminal payout (sick and annual). Mr. Teesdale shared information regarding another option for retirees, which is the Health Reimbursement Arrangement (HRA). Mrs. DePratter shared additional information with regards to the discussion held with our Fringe Benefits Committee. She asked for direction from the Board on whether to proceed with further research and discussion on this topic. Consensus of the Board was to proceed as discussed.

The workshop recessed at 12:13 p.m. and resumed at 1:11 p.m.

Note: Board Member Ronald White arrived back at 1:18 p.m.

Assistant Superintendent of Administration .....Malcolm Hines
Department Update

Mr. Hines reviewed the following handout:

- Policy #4.09 – Athletics
  - Proposed revisions for the student athlete ECG testing will be included in the policy. Discussion followed on whether to make the testing mandatory, or not, for student athletes. Mr. Dietzen provided additional information relating to the legal aspects. Board consensus was for the testing to be optional until January 2022, at which time it will become mandatory for student athletes.

Student Services Department Update **(pg. 19)**..... Kelly Waters

Ms. Waters provided information regarding a new form, In-Loco-Parentis Affidavit.

Curriculum and Instruction Department Update ..... Jennifer Barrs

- Summer School Schedule and Positions **(pgs. 20-25)**

Ms. Barrs provided information regarding a handout for the revised Summer School Schedule and Positions, which is different from the schedule included in the agenda packet.

Superintendent Update ..... Ted Roush

Mr. Roush provided updates on the following:

- New emergency order, which includes information pertaining to school/district grades for this school year. He feels we should not opt in for school/district grades this year; just keep our status as is.
- This year's Summer Leadership Retreat will be held June 16-17, 2021. Mr. Roush invited Board members to attend; and to contact Mrs. Lager for additional information.
- Ongoing dialogue has been held regarding student pick up issues at Branford Elementary School (BES). The Town of Branford may possibly be coming into possession of the Woman's Club of Branford property. If they are interested in donating the property to our District, this would possibly help with the ongoing traffic issues at BES. Mr. Roush asked for direction from the Board if they would be interested in obtaining the property, if offered. Consensus of the Board was to proceed, if possible.

**Miscellaneous**

- Mr. White stated that the property behind BES is back up for sale; the asking price has doubled. There was no interest from the Board in purchasing the property.
- Mr. Taylor asked to show case our schools' art in the District Office lobby each month. He would also like to institute "Bring Your Legislature to School" each year, as well as "Chamber Day" to show case our District.

The workshop adjourned at 2:20 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
April 13, 2021

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

Chairman Alcorn called the meeting to order at 2:28 p.m.

MOTION by Mr. daSilva, second by Mr. Taylor, for approval to adopt the agenda. MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. Taylor, second by Mr. Crawford, for approval of the following contract/agreement for the 2020-2021 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2021-91 Subscription Agreement between LeaseQuery, LLC and the Suwannee County School Board pertaining to implementation of a new Governmental Accounting Standard, GASB 87 **(pgs. 2-18)**

   MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the following Request for Proposal (RFP)/Bid:

   #17-209 An additional one year extension, from April 28, 2021, to April 28, 2022, to O'Neal Roofing Company for Roofing, Construction, and Repair Services, by mutual agreement between the Suwannee County School Board and O'Neal Roofing Company and in accordance with provisions authorized by Executive Order 21-45, which extends Executive Order 20-52. **(pg. 19)**

   MOTION CARRIED UNANIMOUSLY

3. Discussion and possible action on the following motion that was tabled at the Special Meeting (on the Agenda Addendum) on August 11, 2020: (Note: The attachment is revised from the original that was presented at the Special Meeting on August 11, 2020.) **(pg. 20)**

   a. **Motion stated**: The Superintendent recommends approval to adopt the Administrative Salary Schedule for 2020-2021.

   MOTION by Mr. Crawford, second by Mr. Taylor, to REMOVE Item #3.a., above, from the TABLE. MOTION CARRIED UNANIMOUSLY

   MOTION by Mr. Crawford, second by Mr. Taylor, to approve Item #3.a. above, the Administrative Salary Schedule, as shown on Page 20 of the Agenda packet. MOTION CARRIED four to one; Mr. White voted NO.

The meeting adjourned at 2:33 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
April 27, 2021

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Tim Alcorn, Norman Crawford, Ed DaSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen and Administrative Secretary Karen Lager. Assistant Chief Financial Officer Marsha Brown sat in for Chief Financial Officer Vickie DePratter, who was absent.

School Resource Officer Barry Raulerson was also present.

Chairman Alcorn called the hearing to order at 5:55 p.m.

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

| | |
|---|---|
| #3.05 | Administrative Organization (*Revised*) |
| #3.06 | Safe and Secure Schools (*Revised*) |
| #3.141 | Suicide Prevention (*New*) |
| #3.41 | Service Animals (*Revised*) |
| #5.19 | Student Records (*Revised*) |
| #6.25 | Military Leave (*Revised*) |

Chairman Alcorn called for comments or questions regarding the additions and revisions to the Suwannee County School Board Policy Manual, and there were none.

The hearing adjourned at 5:56 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
April 27, 2021

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Administrative Secretary Karen Lager. Assistant Chief Financial Officer Marsha Brown sat in for Chief Financial Officer Vickie DePratter who was absent.

UTSC President Eric Rodriguez, School Resource Officer Barry Raulerson, and Student Ambassador Isaac Mincks were also present. Student Ambassador Morgan Larney was absent.

Chairman Alcorn called the meeting to order at 6:00 p.m.

Student remarks and pledge to the flag Suwannee Pineview Elementary Chorus Student Organization

Special Recognition by the Superintendent

- Suwannee High School Girls' Weightlifting Team – State Champions, District 4, Class 1A

- Girls Weightlifting Teams (Branford High and Suwannee High Schools) – Individual State Champions, for our School District, for District 4, Class 1A

- Girls Weightlifting Coach of the Year for District 4, Class 1A
  - Brittney Shearer, Suwannee High School

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

The following individuals addressed the Board:

- Jerry Poole – Early Childhood Education Program
- Ginny "Me Me" Crews – Representing RIVEROAK Technical College (RTC), My Play School, and VPK regarding My Play School
- Anita Williams – RTC issue regarding My Play School and VPK
- Susan Burch – My Play School and voicing what it means to the children who have attended the program
- Carmen B. Jones – Early Childhood Education Program at RTC, My Play School, and VPK

MOTION by Mr. daSilva, second by Mr. Taylor, for approval to adopt the Agenda. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second by Mr. Crawford, for approval of the Consent Agenda. MOTION CARRIED UNANIMOUSLY

Mr. White pulled Items #5 and #11 for discussion purposes.

- Item #5 – Contract #2022-01 (Page 3)
  - Mr. White asked for a summary of the contract; Mr. Boatright responded.
- Item #11 – Human Resources Transactions
  - Mr. White asked for clarification, on Page 35, under Recommendations: Instructional, Branford High School, Guidance Counselor, Alicia Poole, New Position; Mr. Roush responded.
  - Mr. Crawford asked for clarification, on Page 35, under Suspension, Branford High School, Angela Wood, as to whether the person is being moved within the District, and will the position remain vacant; Mr. Roush responded.

MOTION by Mr. Crawford, second by Mr. Taylor, to approve the Consent Agenda. MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. Approval of the following Minutes: **(pgs. 9-24)**

   March 9, 2021 - Workshop Session
   March 23, 2021 - Regular Meeting

2. Approval of the monthly financial statement for March 2021.

3. The following bills for the period March 1-31, 2021:

| | |
|---|---|
| **General Checking Account** | |
| General Fund 1000 | $ 526,668.81 |
| Special Act Bonds Fund 2200 | 107,390.00 |
| LCI Fund 3200 | 36,190.49 |
| Other Capital Projects Fund 3910 | 53,932.85 |
| Food Service Fund 4100 | 161,335.33 |
| Federal Fund 4200 | 140,473.80 |
| Elem & Sec School Emerg Relief Fund 4410 | 10,407.58 |
| Other Cares Act Relief Fund 4420 | 24,892.19 |
| | $ 1,061,291.05 |
| **Payroll Checking Account** | |
| General Fund 1000 | $ 3,147,334.90 |
| Food Service Fund 4100 | 150,191.00 |
| Federal Fund 4200 | 352,996.55 |
| Elem & Sec School Emerg Relief Fund 4410 | 14,557.27 |
| Other Cares Act Relief Fund 4420 | 3,675.10 |
| | $ 3,668,754.82 |
| **Total** | $ 4,730,045.87 |

4. Approval of the following budget amendments for fiscal year 2020-2021:

| General | Capital Projects | Special Revenues |
|---|---|---|
| I-9 | III-8 (LCIF) | IV-9 (Federal) |
| | III-2 (Other Capital Projects) | IV-8 (Food Service) |
| | | IV-4 (Other CARES) |

5. 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.)

#2022-01 Affiliation Agreement between Florida Gateway College and the Suwannee County School District for support of the Teacher Preparation Programs (future intern placements) (*Renewal*) **(pgs. 25-33)**

6. Approval to accept the following donated items:

| Site | Item | Donor |
|---|---|---|
| SHS (Boys Track Boosters) | Cash Donation ($1,000) | Matt Frier |
| SHS (SHS Baseball Field/Sand Rake) | Cash Donation ($5,000) | Matt Frier |
| SHS (SHS Baseball Field/Sand Rake) | Cash Donation ($1,000) | J. Wiley Williams Ins. Agency |
| SHS (SHS Baseball Field/Sand Rake) | Cash Donation ($1,000) | Bruce Tillman |
| SHS (SHS Baseball Field/Sand Rake) | Cash Donation ($1,000) | Joseph Medina |
| SHS (SHS Baseball Field/Sand Rake) | Cash Donation ($1,000) | KSM Properties LLC |

7. Approval of an out-of-state trip for Suwannee High School NJROTC students and parent chaperones to travel to Mobile, Alabama, on May 14-15, 2021, for the NJROTC End of Year Trip. (*Funded by the NJROTC Booster Club/Fundraising Account.*)

8. Presented for informational purposes out-of-state travel for the employees listed below:

| Name | Site | Date | Reason | Destination |
|---|---|---|---|---|
| Patrick Dawson | SHS | 05/14-15/2021 | NJROTC End of Year Trip | Mobile, Alabama |
| Debra Kleinsmith | SHS | 05/14-15/2021 | NJROTC End of Year Trip | Mobile, Alabama |

(*Funded by the NJROTC Booster Club/Fundraising Account.*)

9. Approval of the following student transfers for the 2021-2022 school year. Parents will provide transportation.

District Reassignment:

| FIRST NAME | LAST NAME | TO | FROM | GRADE |
|---|---|---|---|---|
| Eden | Sanders | Suwannee | Dixie | K |
| Eeva | Sanders | Suwannee | Dixie | K |
| Darrell "Case" | Townsend | Suwannee | Lafayette | 6 |

Zone Reassignment:

| FIRST NAME | LAST NAME | TO | FROM | GRADE |
|---|---|---|---|---|
| Annastyn | Croft | BES | Live Oak | PK |
| Henley | Croft | BES | Live Oak | K |

10. Expulsions/Suspensions

a. **Case #2021-11**: The Superintendent recommends expulsion of the student through the remainder of the 2020-2021 school year. (*Final Action*)

b. **Case #2021-13**: The Superintendent recommends expulsion of the student through the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)

11. Human Resources Transactions **(pgs. 34-39)**

**RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:**

**RETIREMENTS: INSTRUCTIONAL:**

RIVEROAK Technical College:
Thomas Shea, Teacher, effective July 1, 2021

Suwannee Middle School:
Tammy Butts, Teacher, effective July 1, 2021

**RECOMMENDATIONS: INSTRUCTIONAL:**

Branford High School:
Alicia Poole, Guidance Counselor (12 Month Position), effective April 1, 2021
REPLACES: New Position

RIVEROAK Technical College:
William Blackmon, Teacher, effective April 26, 2021
REPLACES: Thomas Shea

Suwannee Middle School:
Ayla Hicks, Teacher (Long Term Temporary Substitute), effective March 15, 2021
REPLACES: Patrice Parker

**SUSPENSION:**

Branford High School:
Angela Wood, Assistant Principal, effective March 26, 2021 through April 1, 2021, without pay

**TRANSFERS/REASSIGNMENTS:**

| NAME | FROM: SITE/POSITION | TO: SITE/POSITION | EFFECTIVE | REPLACES |
|---|---|---|---|---|
| Karen Braun | Suwannee High School Security Guard | Suwannee Middle School Teacher | April 12, 2021 | Danielle Ovando |
| Lorrie Mercer | Suwannee Virtual School Guidance Counselor | Suwannee Riverside Elem. Guidance Counselor | April 5, 2021 | |
| Angela Wood | Branford High School Assistant Principal | Suwannee Middle School Assistant Principal | April 5, 2021 | Vacancy |

**LEAVE OF ABSENCE (FAMILY MEDICAL LEAVE):**

Suwannee High School:
Rebecca Monroe, Teacher, effective March 24, 2021 through March 31, 2021

Suwannee Middle School:
Danielle Ovando, Teacher, effective March 8, 2021 through May 28, 2021
*(With the option of returning sooner if released by her doctor)*

**LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):**

Suwannee Middle School:
Angela Hicks, Teacher, January 7, 2021 (2 hours) and February 16, 2021 (7.25 hours) for a total of 9.25 hours *(Amended from the March 23, 2021 Agenda)*

**SUPPLEMENTARY:**

| Employee Name | Position | Location |
|---|---|---|
| Blair Bullock | Head Girls' Middle School Basketball | Branford High School |
| Carlos Diaz | Planning Period Supplement (1st Semester Only) | Branford High School |
| Laritta Hunter | Girls' Head Track Coach | Suwannee Middle School |
| Jordan Roberts | Head Softball Coach | Suwannee High School |
| Sergio Rodriguez | Planning Period Supplement (1st Semester Only) | Branford High School |
| Seth Stebbins | Boys' Head Track Coach | Suwannee Middle School |

**RETIREMENTS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Suwannee Middle School:
Jacquelyn Wiggins, Paraprofessional, effective June 1, 2021

Transportation:
Willie C. Ford, Bus Mechanic, effective May 3, 2021

**RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Pineview Elementary School:
Brenda Cooks, Food Service Worker, effective April 8, 2021

Suwannee Springcrest Elementary:
Clifford Shearer, Custodian, effective April 27, 2021

Transportation:
Luis Pizarro, Bus Driver, effective March 29, 2021

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Kimberly Wilkison, Custodian (Temporary) effective April 5, 2021
REPLACES: Victoria Saunders

Suwannee Middle School:
Rebecca McCray, Paraprofessional, (Temporary) effective April 5, 2021
REPLACES: Ayla Hicks

Suwannee Opportunity School:
Nikolas Hurst, Security Guard, effective March 22, 2021
REPLACES: Tyrone Ansley

Transportation:
Tyrone Ansley, Mechanic, effective March 22, 2021
REPLACES: Stacy Ray

Keely Rondello, Bus Driver, effective March 22, 2021
REPLACES: Amanda Colon

**SUSPENSION:**

Suwannee Opportunity School:
Stephanie Eady, Paraprofessional, effective April 8, 2021 and April 9, 2021 without pay

**TRANSFERS/REASSIGNMENTS:**

| NAME | FROM: SITE/POSITION | TO: SITE/POSITION | EFFECTIVE | REPLACES |
|---|---|---|---|---|
| Daycia Bandy | Suwannee Riverside Elem. Paraprofessional | Suwannee Opportunity School Paraprofessional | March 29, 2021 | Nikolas Hurst |

**LEAVE OF ABSENCE (FAMILY MEDICAL LEAVE):**

Branford High School:
William Yates, Food Service Worker, effective March 2, 2021 through March 16, 2021

Transportation:
Kathy Laschanzky, Bus Aide, March 11, 2021 through April 16, 2021
*(With the option to return sooner if released by her doctor)*

**LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):**

Branford Elementary School:
Pamela Norton, Paraprofessional, March 24, 2021 (5.25 hours) and March 30, 2021 (3.25 hours) for a total of 8.5 hours

**LEAVE OF ABSENCE (MEDICAL):**

Branford Elementary School:
Deborah Yates, Paraprofessional, effective March 15, 2021 through March 30, 2021
(*Extended from the March agenda*)

Suwannee Riverside Elementary:
Jody Ellison, Custodian, effective April 1, 2021 through May 12, 2021
*(Extended from the March agenda)*

**STUDENT WORKER:**

The following to serve as a Student Worker at RIVEROAK Technical College – Medical Administrative Specialist:

Rebecca Phillips

**SUBSTITUTE:**

The following to serve as Substitute Bus Driver:

Richard Torgerson

**VOLUNTEERS:**

Megan Beckner
William Blackmon
Brittany Brock
Kate Bromley
Fallon Bush
Audrey Cain
Casey Carter
Corinne Chaney
Aireal Cook
Kathia Cordero
Fabiola Fernandez
Brandy Fleming
Cortney Flowers
Jeri Giddens
Anissa Gilliam
Mindy Griffis
Crystal Gurney
Bradley Harrison
Glenda Hatch
Julianna Hille
Kalie Hingson
Christina Hofmann
Kristin King
Shannon Knisley
Lacey Lashley
Annette Lopez
Shirley Martin
Yisel Medina
Veronica Mendez
Maria Miguel
Michael Millard
Melissa Morgan
Mary Moseley
Garth Nobles
Susan Nobles
Jenny Penny
Joshua Pope
Pamela Powell
Yanet Rodriguez
Ashley Sharpless
Lee Simpson
John Smith
Mary Smith
Jessica Sosa
April Truluck
Carolyn Underwood
Shayna Valdez
Katie Virts
Tiffany Williams
Franklin Willis

**End of List**
**2020-2021**
**School Year**

REGULAR AGENDA

1. MOTION by Mr. Taylor, second by Mr. daSilva, for approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

| | |
|---|---|
| #3.05 | Administrative Organization (*Revised*) |
| #3.06 | Safe and Secure Schools (*Revised*) |
| #3.141 | Suicide Prevention (*New*) |
| #3.41 | Service Animals (*Revised*) |
| #5.19 | Student Records (*Revised*) |
| #6.25 | Military Leave (*Revised*) |

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. White, for approval of the following contract/agreement for the 2021-2022 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

| | |
|---|---|
| #2022-02 | Clinical Education Agreement between Tallahassee Memorial HealthCare, Inc. and Suwannee County School Board Medical Administrative Assistant, Pharmacy Technician, Surgical Technology, Patient Care Technician, Phlebotomy, and Practical Nurse Education Programs (*New*) **(pgs. 40-63)** |

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Taylor, second by Mr. Crawford, for approval of the following curriculum item for the 2020-2021 school year:

   a. 2021 Summer School Schedule **(pgs. 64-67)**

MOTION CARRIED UNANIMOUSLY

4. The Superintendent recommends approval of the following personnel items for the 2020-2021 school year. (Note: Items 4.a. and 4.b. were taken separately.)

   MOTION by Mr. daSilva, second by Mr. Crawford, for Item #4.a., as follows, along with the correction on the Credit Recovery Program, changing the number of Paraprofessionals, from 2 to 3:

   a. The following summer school positions for the 2021 summer school term:

| Program | Number of Employees/Position | Funding |
|---|---|---|
| 3rd Grade Summer Reading Camp/3rd and 4th Grades Literacy Tutoring Program | 10 – Teachers (BES-2; SPE-3; SRE-3; SSE-2) | Coordinated Funds: General Fund/Reading Allocation/Federal Programs |
| Pre-Kindergarten/VPK | 6 – Teachers (SSE-6) | VPK Funds |
| Extended School Year (ESY) Services for ESE | 3 – Teachers (BES-1; SSE-2)<br>2 – Paraprofessionals (BES-1; SSE-1)<br>1 – Nurse (SSE-1) | IDEA Grant |
| Credit Recovery (Grades 4-11) | 8 – Teachers (BHS-1; SHS-6; SMS-1)<br>3 – Paraprofessionals (BHS-1; SHS-2)<br>1 – Dean (SHS-1) | Federal Programs/General Fund |
| Driver's Education | 2 – Teachers (SHS-2: *Serving students from BHS, SHS, and SVS, as needed*) | Federal Programs/General Fund |
| Hope/PE | 1 – Teacher (BHS) | Federal Programs/General Fund |

| Program | Number of Employees/Position | Funding |
|---|---|---|
| Virtual Instruction | 12 – Teachers<br>(SVS-12: *As needed to complete courses already in progress)* | General Fund |
| 21st Century (CCLC) Program | 4 – Site Coordinators<br>(BES-1; SPE-1; SRE-1; SSE-1)<br>4 – Paraprofessionals<br>(BES-1; SPE-1; SRE-1; SSE-1) | 21st CCLC Grant |
| Migrant Summer Program | 5 – Paraprofessionals<br>(*Serving students in homes throughout the District*) | Title I Part C |
| Transportation | 2 – Bus Drivers<br>2 – Bus Attendants<br>(*As needed for ESE travel throughout the District*) | Federal Programs, as available |

NOTE: Positions will be based on student enrollment daily.

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second by Mr. White, for Item #4.b., as follows:

b. The following personnel to implement the 2021 Summer Food Service Program: JT/RW/MCU

| Sites | Personnel | Up to Hours/Week |
|---|---|---|
| All Sites | 2 – Food Service Managers; 8-hour | 32 |
| | 8 – Food Service Workers; 7-hour | 28 |
| | 1 – Food Service Monitor | 20 |
| | 2 – Substitute Food Service Workers | As needed |

(All Food Service positions are subject to program participation.)

MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following form:

   #5100-100 Suwannee County School District In-Loco-Parentis Affidavit (*New*) **(pg. 68)**

   MOTION CARRIED UNANIMOUSLY

6. Comments from Student Ambassadors

   - Isaac Mincks – Shared several senior events coming up, as well as graduation plans.

7. Legal Counsel's Report – No legal matters to report.

8. Superintendent's Report

   Mr. Roush shared information on the following:
   - Commented on Spring Break and upcoming end of year events
   - Great student recognition tonight—very proud of all the accomplishments
   - Thanked Marsha Brown for sitting in for Vickie DePratter

9. Issues and concerns Board members may wish to discuss

   - Mr. White – Would like to workshop the RTC issues that was discussed during Citizen Input portion of the meeting.
   - Mr. daSilva – He was not in favor of taking My Play School out of RTC.
   - Mr. Crawford – Would like to discuss the Early Learning Childhood Education Program, at RTC, in more detail at a future workshop. He is in favor of supporting the early learning community. He would like to propose that a Black History curriculum be offered in our schools; and to discuss this at a future workshop, as well.
   - Mr. Taylor – Information was shared, at a recent FSBIT meeting, that our District's property and casualty insurance will incur a 13% increase (approximately $100,000). Another concern that was shared, at the meeting, was cyber security, where districts are held hostage on their network and confidential information.
   - Mr. Alcorn – Would like to discuss My Play School at a future workshop.

The meeting adjourned at 7:30 p.m.

| PROPERTY RECORD # | ITEM DESCRIPTION | ORIGINAL PURCHASE PRICE | ORIGINAL PURCHASE DATE | COST CENTER | REQUESTED DISPOSITION |
|---|---|---|---|---|---|
| 99006950 | TACTILE GRAPHIC MAKER | $ 1,395.00 | 11/23/2009 | STUDENT SERVICES | SURPLUS |
| 99007634 | COMPUTER, LAPTOP W DOCKIN | $ 839.00 | 3/9/2012 | TECHNOLOGY | SURPLUS |
| 99007645 | COMPUTER, LAPTOP W DOCKIN | $ 839.00 | 3/9/2012 | TECHNOLOGY | SURPLUS |
| 99007681 | COMPUTER, LAPTOP W DOCKIN | $ 839.00 | 3/9/2012 | TECHNOLOGY | SURPLUS |
| 99008208 | HP PROBOOK 650 | $ 770.00 | 6/30/2016 | TECHNOLOGY | SURPLUS |
| 99008216 | HP PROBOOK 650 | $ 770.00 | 6/30/2016 | TECHNOLOGY | SURPLUS |
| 99008054 | HP PROBOOK 650G1 | $ 784.00 | 9/3/2015 | TECHNOLOGY | SURPLUS |
| 99008071 | HP PROBOOK 650G1 | $ 765.00 | 10/22/2015 | TECHNOLOGY | SURPLUS |
| 99008175 | LCD PANEL, 15" | $ 1,895.00 | 6/16/2016 | TECHNOLOGY | SURPLUS |
| 99008496 | POWER MODULE | $ 2,699.00 | 4/28/2017 | TECHNOLOGY | SURPLUS |
| 99000998 | AIR COMPRESSOR | $ 1,958.80 | 7/31/1987 | RIVEROAK | SURPLUS |
| | | | | | |
| | | **$ 13,553.80** | | | |

Requested By:

ETHAN BUTTS
DIRECTOR OF PROPERTY RECORDS

5/25/2021
DATE

APPROVED BY:

SUPERINTENDENT

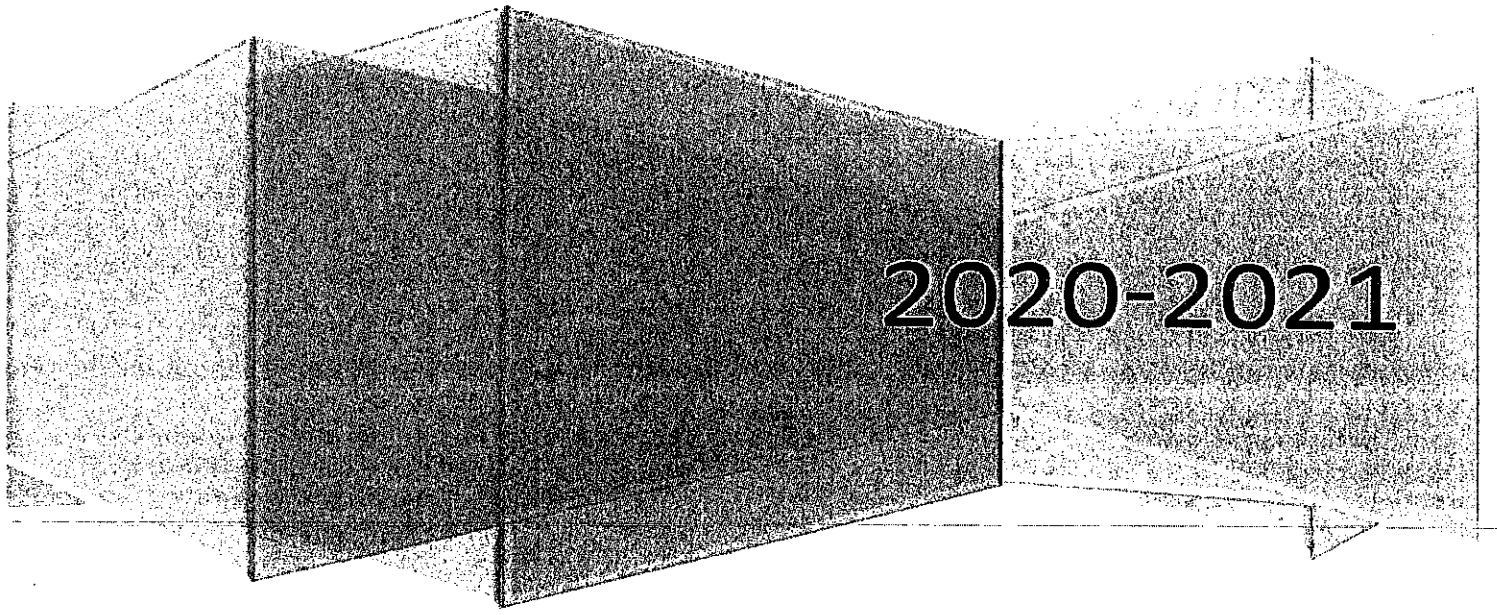
BOARD CHAIRMAN

RIVEROAK TECHNICAL COLLEGE

# RIVEROAK Technical College

## *Suwannee County School Board through RIVEROAK Technical College Career Pathway Agreements with District School Board of Hamilton County*

Career Pathways: High Schools & RIVEROAK Technical College



# Table of Contents

Career and Technical Education ..... 2

RIVEROAK Technical College Agreement ..... 4

Signature Page ..... 6

**Career and Technical Education**
**Suwannee County School Board through RIVEROAK Technical College &**
**District School Board of Hamilton County**
**Career Pathways Articulation Agreement**
**2020-2021**

Articulation is a method of granting Post-Secondary Adult Vocational (PSAV) clock hours earned while completing a Secondary Career and Technical Education course learning and skills accomplished as part of secondary school instruction. Each school district and RIVEROAK Technical College (RTC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

RTC will work with the school district to establish Career Pathways to serve Career and Technical Education (CTE) students. Additional agreements may be developed during the year, and this agreement will be amended as those agreements are completed.

**Student Qualifications**
Students must meet all RTC admission requirements and present evidence of the following:

1. Successful completion of the articulated secondary technical program of study with a grade of 3.0 (on a 4.00 scale) or better.

2. Completion of RIVEROAK Technical College placement testing requirements.

3. Must be a graduate from secondary school no more than 18 months prior to enrollment at RIVEROAK Technical College.

4. Enrollment in a certificate program appropriate to the PSAV clock hours shall be awarded upon completion of the program's entrance examination (if required) or verification of an industry certification earned (prior to enrollment).

**Procedure**

1. Secondary school guidance departments shall provide evidence of program completion and additional requested information to the RTC's Career Pathways contact. Evidence may include: official student transcripts, student report cards and/or applicable nationally recognized industry certifications.

2. RTC's Career Pathway Specialist will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the secondary school guidance department contact informing students of the Career Pathway articulation agreement opportunities.

3. High school credit earned under this articulation agreement will be entered into the student's record after the student has completed 150 PSAV clock hours in the program in which the certificate is to be awarded

4. Comprehensive exams may be completed by students who have not earned the industry certification associated with the program of study.

5. A letter grade for the course will be assigned by the RIVEROAK Technical College based on the student's performance on the student competency exam.

**Conditions of Agreement**

1. District School Board of Hamilton County faculty members and RTC faculty members will review course textbooks, syllabi, and other institutional materials as needed in order to develop articulated programs of study.

2. District School Board of Hamilton County and RTC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.

3. District School Board of Hamilton County and RTC will cooperate in publicizing this program to secondary school students in order to ensure that they are aware of these opportunities.

4. RTC will not charge tuition for any courses for which a student receives articulated credit.

This agreement may be terminated at any time by either District School Board of Hamilton County or RIVEROAK Technical College through providing thirty (30) days' notice. In the event of a termination, both agencies agree that students who are currently in secondary courses and working toward fulfilling the competencies or who are in their first semester at RTC will be allowed to complete the articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will be composed of the Director, RIVEROAK Technical College; Coordinator of Career and technical Education, District School Board of Hamilton County; the North Florida Career Pathways Coordinator and others as so designated.

| High School Career Pathway | Associated Industry Certification | RTC Program of Study/ Certificate | Assessment | Articulated Credit |
|---|---|---|---|---|
| Nursing Assistant (Acute and Long Term Care)<br>8741700 Health Science Anatomy & Physiology/<br>2000350 Anatomy & Physiology<br>8741710 Health Science Foundations<br>OCP A<br>8417211 Nursing Assistant 3<br>OCP B | **FDMQA002** – Certified Nursing Assistant | **Patient Care Technician –PSAV**<br><br>**Practical Nursing - PSAV** | Completion of the high school program of study. Student must receive a **grade of "B"** or better in each class in the **Technical Core** and must successfully complete all academics with an **overall GPA of "C" or higher.** | HSC003 Basic Healthcare Worker(90 hours) OCP A<br><br>***Note: Students enrolling into Patient Care Technician or Practical Nursing will be credited OCP A but will be required to audit the course at no cost.** |
| **Culinary Arts - 8800500**<br>8800500 Culinary Arts 1 OCP A<br>8800510 Culinary Arts 2 OCP B<br>8800520 Culinary Arts 3 OCP C | **NRAEF002** – National Pro-Start Certificate of Achievement<br>**NRAEF003**- Certified Food Protection Manager (ServSafe) | **Commercial Foods & Culinary Arts - PSAV** | Completion of the high school program of study. Student must receive a **grade of "B"** or better in each class in the **Technical Core** and must successfully complete all academics with an **overall GPA of "C" or higher.** | HMV 0100 Food Preparation (300 hours) OCP A |
| **Digital Design - 8209600**<br>8207310 Digital Information Technology OCP A<br>8209510 Digital Design 1 OCP B<br>8029520 Digital Design 2 | **MICRO069** – Microsoft Office Specialist<br>**ADOBE010** Dreamweaver<br>**ADOBE011** Flash<br>**ADOBE022** Photoshop | **Administrative Office Specialist – PSAV** | Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher. | OTA 0040 Inf Tech Asst (150 hours) OCP A<br>OTA 0030 Assistant Digital production Designer (150 hours) OCP C |

| | | | | |
|---|---|---|---|---|
| **Digital Design - 8209600**<br>8207310 Digital Information Technology OCP A<br>8209510 Digital Design 1 OCP B<br>8029520 Digital Design 2 | **MICRO069** – Microsoft Office Specialist<br>**ADOBE010** Dreamweaver<br>**ADOBE011** Flash<br>ADOBE022 Photoshop | **Digital Design – PSAV** | Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher. | OTA 0040 Inf Tech Asst (150 hours) OCP A<br>OTA 0024 Production Assistant (150 hours) OCP B |
| **Digital Design - 8209600**<br>8207310 Digital Information Technology OCP A<br>8209510 Digital Design 1 OCP B<br>8029520 Digital Design 2 | **MICRO069** – Microsoft Office Specialist<br>**ADOBE010** Dreamweaver<br>**ADOBE011** Flash<br>**ADOBE022** Photoshop | **Medical Administrative Specialist – PSAV** | Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher. | OTA 0040 Inf Tech Asst (150 hours) OCP A<br>OTA 0041 |
| **Digital Information Technology Course Number: 8207310** | **MICRO069** – Microsoft Office Specialist or **ADOBE022** Photoshop **AND/OR** successful completion of the course with a "B" of higher. | **Administrative Office Specialist – PSAV**<br>**Digital Design – PSAV**<br>**Medical Administrative Specialist – PSAV** | Completion of the high school course with a "B"or better and an overall GPA of "C" or higher. | OTA 0040 Inf Tech Asst (150 hours) OCP A |

**IN WITNESS WHEREOF,** the District Board of Hamilton County, Florida and Suwannee County School Board, and the Director - RIVEROAK Technical College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

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

| | |
|---|---|
| Date | Superintendent,<br>Suwannee County School Board |
| Date | Chair, Suwannee County School Board |
| Date | Director, RIVEROAK Technical College |
| Date | Superintendent, District School Board of Hamilton County |
| Date | Chair, District School Board of Hamilton County |
| Date | Coordinator, Career & Technical Education,<br>District School Board of Hamilton |

flvs

**FLORIDA VIRTUAL SCHOOL**
**Amendment 1**
**To:**
**Franchise Agreement for State of Florida School District**
**With**
**Suwannee County School Board**

THIS FIRST AMENDMENT to Franchise Agreement for State of Florida School District Agreement (the "First Amendment") is entered by and between Suwannee County School Board ("CUSTOMER") and Florida Virtual School ("FLVS") hereinafter collectively referred to as "the Parties".

WHEREAS, the Parties entered into a Franchise Agreement for State of Florida School District Agreement ("Agreement") with an effective date of July 1, 2020 and a term of three (3) years (the "Term");

WHEREAS, the Parties now desire to modify the Agreement;

Now, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. The Parties agree that, except as modified herein, the terms and conditions of the Agreement remain in full force and effect.

2. This First Amendment replaces Appendix A, Course List and Fees with the attached annual updated Course List and Fees as permitted in section 8.9 of the Agreement.

Except as expressly amended above, the Agreement is hereby ratified and affirmed in all other respects.

**ACKNOWLEDGED AND AGREED BY:**

**CUSTOMER NAME: Suwannee County School Board**

| By *(Authorized Signature)* | Date Signed |
|---|---|
| | |

Printed Name and Title of Person Signing:
Ted L. Roush, Superintendent of Schools

Address: 1740 Ohio Avenue South, Live Oak, FL 32064

**Florida Virtual School (FLVS)**

| By *(Authorized Signature)* | Date Signed |
|---|---|
| Louis Algaze Digitally signed by Louis Algaze Date: 2021.05.04 20:00:19 -04'00' | 5/4/2021 |

Printed Name and Title of Person Signing: **Louis J. Algaze, Ph.D. - President & CEO**

Address:**2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835**

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"

FLORIDA VIRTUAL SCHOOL

## APPENDIX A – Course List and Fees

The Licensed Materials, which are the subject of the FLVS Franchise Agreement, including Licensed Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the FLVS Learning Management System granted to the District and the fees payable to FLVS are outlined in the following table, "FLVS Course Offerings".

This list includes the most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

FLVS reserves the right to discontinue the availability of any course listed herein with reasonable notice to the District. In so doing, FLVS will assure the students currently in the course are permitted to matriculate and complete their course in which they are currently enrolled.

**1. Fees**

This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at: http://www.flvs.net/Students/Pages/find-course.aspx#highschool.

| FLVS Course Offerings | |
|---|---|
| **Course Name** *(* Franchise only offering*)* | **Price** |
| **ENGLISH/LANGUAGE ARTS** | |
| Advanced Placement English Language and Composition | 43.00 |
| Advanced Placement English Literature and Composition | 43.00 |
| English 1 | 43.00 |
| English 1 for Credit Recovery* | 43.00 |
| English 2 | 43.00 |
| English 2 for Credit Recovery* | 43.00 |
| English 3 | 43.00 |
| English 3 for Credit Recovery* | 43.00 |
| English 4 | 43.00 |
| English 4 for Credit Recovery* | 43.00 |
| English 4: Florida College Prep | 43.00 |

FLORIDA VIRTUAL SCHOOL

| | |
|---|---|
| Journalism 1 | 43.00 |
| M/J Language Arts 1 | 43.00 |
| M/J Language Arts 2 | 43.00 |
| M/J Language Arts 3 | 43.00 |
| Reading for College Success* | 43.00 |
| Social Media 1 | 43.00 |
| **MATHEMATICS** | |
| Advanced Placement Calculus AB | 63.00 |
| Advanced Placement Calculus BC | 63.00 |
| Advanced Placement Statistics | 43.00 |
| Algebra 1 | 43.00 |
| Algebra 1 for Credit Recovery* | 43.00 |
| Algebra 2 | 43.00 |
| Calculus Honors | 63.00 |
| Geometry | 43.00 |
| Geometry for Credit Recovery* | 43.00 |
| Liberal Arts Mathematics 1 | 51.00 |
| Liberal Arts Mathematics 2 | 51.00 |
| M/J Grade 6 Mathematics | 43.00 |
| M/J Grade 7 Mathematics | 43.00 |
| M/J Grade 8 Pre-Algebra | 43.00 |
| Mathematics for College Readiness | 55.00 |
| Pre-Calculus Honors | 68.00 |
| Probability & Statistics with Applications Honors | 43.00 |
| **SCIENCE** | |
| Advanced Placement Biology | 43.00 |
| Advanced Placement Environmental Science | 43.00 |
| Anatomy and Physiology | 43.00 |
| Biology 1 | 68.00 |
| Biology 1 for Credit Recovery* | 43.00 |
| Chemistry 1 | 43.00 |
| Chemistry 1 for Credit Recovery* | 43.00 |
| Earth/Space Science | 43.00 |
| Environmental Science (Guy Harvey) | 43.00 |
| M/J Comprehensive Science 1 | 43.00 |
| M/J Comprehensive Science 2 | 43.00 |

FLORIDA VIRTUAL SCHOOL

| | |
|---|---|
| M/J Comprehensive Science 3 | 43.00 |
| Marine Science 1 | 43.00 |
| Physical Science | 43.00 |
| Physics 1 | 43.00 |
| **SOCIAL STUDIES** | |
| Advanced Placement Human Geography | 43.00 |
| Advanced Placement Macroeconomics | 43.00 |
| Advanced Placement Microeconomics | 43.00 |
| Advanced Placement Psychology | 68.00 |
| Advanced Placement United States Government and Politics | 63.00 |
| Advanced Placement United States History | 76.00 |
| Economics (5048) | 43.00 |
| Economics with Financial Literacy | 43.00 |
| Economics with Financial Literacy for Credit Recovery* | 43.00 |
| M/J Civics | 43.00 |
| M/J United States History | 43.00 |
| M/J World History | 43.00 |
| Personal Financial Literacy (5047) | 43.00 |
| Psychology 1 | 46.00 |
| United States Government | 43.00 |
| United States Government for Credit Recovery* | 43.00 |
| United States History | 43.00 |
| United States History for Credit Recovery* | 43.00 |
| World History | 43.00 |
| World History for Credit Recovery* | 43.00 |
| **ART/MUSIC** | |
| Advanced Placement Art History | 43.00 |
| Art History and Criticism 1 Honors | 43.00 |
| Guitar 1 | 76.00 |
| M/J Guitar 1 | 76.00 |
| **CAREER AND LIFE SKILLS** | |
| Advanced Placement Computer Science A (STEM) | 59.00 |
| Career Research and Decision Making | 65.00 |
| Critical Thinking and Study Skills | 65.00 |
| Driver Education/Traffic Safety - Classroom | 69.00 |
| Leadership Skills Development | 65.00 |

FLORIDA VIRTUAL SCHOOL

| | |
|---|---|
| M/J Career Research & Decision Making | 43.00 |
| M/J Critical Thinking, Problem Solving, and Learning Strategies | 43.00 |
| M/J Peer Counseling 1 | 65.00 |
| Peer Counseling 1 | 65.00 |
| Peer Counseling 2 | 65.00 |
| Peer Counseling 2 ELL | 65.00 |
| **CAREER TECHNICAL EDUCATION** | |
| Agriscience Foundations 1 | 43.00 |
| Agriculture Communications 2 (releasing mid-April) | 43.00 |
| Computer & Network Security Fundamentals | 71.00 |
| Cybersecurity Essentials (releasing mid-May) | 43.00 |
| Digital Information Technology | 63.00 |
| Foundations of Programming | 59.00 |
| Introduction to Hospitality & Tourism (releasing mid-April) | 43.00 |
| Introduction to the Teaching Profession (releasing October) | 43.00 |
| M/J Business Keyboarding | 43.00 |
| M/J Coding Fundamentals | 43.00 |
| Procedural Programming | 43.00 |
| **HEALTH/PHYSICAL EDUCATION** | |
| Fitness Lifestyle Design | 43.00 |
| Health 1 - Life Management Skills | 43.00 |
| HOPE - Physical Education (Core) | 43.00 |
| M/J Comprehensive Physical Education Grade 6/7 | 43.00 |
| M/J Comprehensive Physical Education Grade 7/8 | 43.00 |
| M/J Fitness - Grade 6 | 43.00 |
| Outdoor Education | 97.00 |
| Personal Fitness | 43.00 |
| **WORLD LANGUAGE** | |
| American Sign Language 1 | 43.00 |
| American Sign Language 2 | 43.00 |
| Chinese 1 | 43.00 |
| Chinese 2 | 43.00 |
| Chinese 3 Honors | 43.00 |
| French 1 | 43.00 |
| French 2 | 43.00 |
| Latin 1 | 43.00 |

FLORIDA VIRTUAL SCHOOL

| | |
|---|---|
| Latin 2 | 43.00 |
| Latin 3 Honors | 43.00 |
| M/J Spanish, Beginning | 43.00 |
| M/J Spanish, Intermediate | 43.00 |
| Spanish 1 | 43.00 |
| Spanish 2 | 43.00 |
| Spanish 3 Honors | 43.00 |
| Spanish 4 Honors | 43.00 |
| Spanish for Spanish Speakers 1 | 43.00 |
| **ELEMENTARY** | |
| Language Arts - Kindergarten | 43.00 |
| Language Arts - Grade One | 43.00 |
| Language Arts - Grade Two | 43.00 |
| Language Arts - Grade Three | 43.00 |
| Language Arts - Grade Four | 43.00 |
| Language Arts - Grade Five | 43.00 |
| Mathematics - Kindergarten | 43.00 |
| Mathematics – Grade One | 43.00 |
| Mathematics - Grade Two | 43.00 |
| Mathematics - Grade Three | 43.00 |
| Mathematics - Grade Four | 43.00 |
| Mathematics - Grade Five | 43.00 |
| Science - Kindergarten | 43.00 |
| Science – Grade One | 43.00 |
| Science – Grade Two | 43.00 |
| Science – Grade Three | 43.00 |
| Science – Grade Four | 43.00 |
| Science – Grade Five | 43.00 |
| Social Studies - Kindergarten | 43.00 |
| Social Studies – Grade One | 43.00 |
| Social Studies – Grade Two | 43.00 |
| Social Studies - Grade Three | 43.00 |
| Social Studies – Grade Four | 43.00 |
| Social Studies – Grade Five | 43.00 |
| Elementary Technology K | 43.00 |
| Elementary Technology 1 | 43.00 |
| Elementary Technology 2 | 43.00 |

FLORIDA VIRTUAL SCHOOL

| | |
|---|---|
| Elementary Technology 3 | 43.00 |
| Elementary Technology 4 | 43.00 |
| Elementary Technology 5 | 43.00 |
| Elementary Spanish Introductory Level | 43.00 |
| Elementary Spanish 1 | 43.00 |
| Elementary Spanish 2 | 43.00 |
| Elementary Spanish 3 | 43.00 |
| Elementary Spanish 4 | 43.00 |
| Elementary Spanish 5 | 43.00 |
| Elementary Physical Education K | 43.00 |
| Elementary Physical Education 1 | 43.00 |
| Elementary Physical Education 2 | 43.00 |
| Elementary Physical Education 3 | 43.00 |
| Elementary Physical Education 4 | 43.00 |
| Elementary Physical Education 5 | 43.00 |
| Elementary Art K | 43.00 |
| Elementary Art 1 | 43.00 |
| Elementary Art 2 | 43.00 |
| Elementary Art 3 | 43.00 |
| Elementary Art 4 | 43.00 |
| Elementary Art 5 | 43.00 |

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**Florida Virtual School**
**Franchise Agreement**

## FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT

THIS FLORIDA VIRTUALSCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this 1st day of July, 2020, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metrocenter Boulevard, Orlando, Florida, 32835 and Suwannee County School Board, (hereinafter referred to as "Customer"), having its principal place of business at 1740 Ohio Ave. S., Live Oak, FL 32064, provides as follows:

WHEREAS, the State of Florida established FLVS for among other reasons, the purpose of developing and delivering distance learning education to the K-12 students of the State of Florida, and;

WHEREAS, Customer is a public-school district within the State of Florida desirous of utilizing the products and/or services of FLVS, and;

WHEREAS, Florida Statute 1002.37(2)(i) authorizes FLVS to enter into franchise agreements with Florida school districts;

NOW THEREFORE, for and in consideration of the mutual promises hereinafter exchanged and received by the parties, FLVS and Customer agree as follows:

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained in the FLVS Franchise Agreement TERMS AND CONDITIONS, which is attached hereto and incorporated herein. This Franchise Agreement shall include the following documents which are attached hereto and incorporated herein by reference: 1) FLVS Franchise Agreement Terms and Conditions; 2) Appendix A Components; 3) Appendix B Licensed Materials Terms and Conditions; 4) Appendix C Teacher Guidelines; 5) Appendix D Steps for Enforcement; 6) Appendix E Florida Virtual School Franchise Branding and Media Policy; and 7) Appendix F Florida Services Additional Terms.

2. Customer hereby agrees to accept said Franchise Agreement for:

a) __X__ three (3) academic school year terms, July 1, 2020 through June 30, 2023

b) _____ one (1) academic school year term, July 1, 2020 through June 30, 2021

In accepting the franchise agreement Customer does hereby agree to be bound by and comply

with all terms and conditions contained herein.

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A, pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a Purchase Order to FLVS. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.
All overdue (90-plus days) accounts are subject to the late fees set forth in the Local Government Prompt Payment Act, ss. 218.70-218.80, Florida Statutes, and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

4. The term shall be effective on the effective date for a period of three (3) years or one (1) year; whichever option is chosen and shall terminate in accordance with this article. Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced; or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

5. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

6. There is no third-party beneficiaries created or entitled by this agreement and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision hereof.

7. This agreement and the FLVS Franchise Agreement TERMS AND CONDITIONS represent the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

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SCSB 2021-62 (REVISED/RENEWAL)

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**Florida Virtual School**
**Franchise Agreement**

| FLORIDA VIRTUAL SCHOOL | CUSTOMER |
|---|---|
| Signature | Signature |
| Louis J. Algaze, Ph. D | Ted L. Roush |
| Name: | Name |
| Executive Director & CEO | Superintendent of Schools |
| Title | Title |
| 7/16/2020 | JUL 28 2020 |
| Date | Date |

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"

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Florida Virtual School
Franchise Agreement

# FLVS Franchise Agreement
# TERMS AND CONDITIONS

## ARTICLE 1 – INTERPRETATION

### 1.1 DEFINITIONS

In this Agreement and in Appendix A, B, C, D, E and F, the following terms shall have the respective meanings ascribed to them as follows:

a) **"Affiliate"** means with respect to any person, and other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.

b) **"Business Days"** means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.

c) **"Business Hours"** means 8:00 AM – 8:00 PM Eastern Time on Business Days.

d) **"Components"** means the components of the FLVS Software referred to in Appendix A.

e) **"Confidential Information"** means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted or proprietary, or that may reasonably be considered as confidential from its nature, or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

f) **"Content Licenses"** means the utilization licenses and associated restrictions with respect to the Licensed Course Content granted to Customer hereunder which are set for in Appendix A.

g) **"Customization"** means a client customizable area is provided which includes: 1) a communication policy; 2) netiquette recommendations; 3) pace charts; 4) student resource page; 5) optional contact and help pages; 6) state and national standards; 7) Drop Policy – It is advised that a customizable drop/add period be no more or no less than the FLVS implemented 14-day drop/add period.

h) **"Data"** means customer information entered the licensed products to include, but not limited to, student, staff, school, and parent information.

i) **"Billable Enrollment"** will be any student that achieves 20% course completion or is on active status in VSA for a minimum of 30 days. FLVS will bill the Customer for the student regardless of the student's status upon Customer's receipt of invoice.

j) **"FLVS Proprietary Products"** includes, but is not limited to, FLVS source content and the FLVS Virtual School Administrator product.

k) **"Intellectual Property Rights"** includes all worldwide intellectual and industrial

property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

l) **"Learning Management Systems or LMS"** means the software based system ("Platform") that must be utilized to access the Licensed Course Content.

m) **"License"** means Customer's license to use the Licensed Materials described in Appendix A.

n) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.

o) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional third-party Components required as part of the FLVS Course Content.

p) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to Customer.

q) **"Platform Provider"** means learning management system provider.

r) **"Virtual School Administrator (VSA) License"** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

s) **"Customer"** means the state of Florida School District, FLVS is contracting with.

## ARTICLE 2 – LICENSE

**2.1 LICENSED MATERIALS**

Course Content and Materials

a) Subject to the provisions of this Agreement, including the provisions of Article 8, FLVS hereby grants to Customer, and Customer hereby accepts from FLVS, the personal, non-transferable and non-exclusive Franchise License to use the Licensed Materials for Customer's internal business purposes in accordance with FLVS Licenses.

b) FLVS Virtual School Administrator will be used as the registration and Student Information Management System.

c) Florida Virtual School courses will only be delivered on FLVS approved Learning Management Systems.

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**2.2 Third Party Users**

For the purpose of operating Customer's business, the parties intend that certain unrelated third parties with whom the Customer has a business relationship, such as a supplier or customer, and the employees of such third person (hereunder "Business Third Parties"), will have limited right to use certain Components of the Licensed Course Content solely for the purpose of providing services to Customer. All such services will be solely for the benefit of Customer's internal business operations. The Business Third Parties may not utilize the Licensed Course Content for other than the direct benefit of Customer's internal benefit, in accordance with the terms of this Agreement, and the Customer shall assure third party compliance with this provision and the terms of this Agreement.

## ARTICLE 3 – DELIVERY AND INSTALLATION

**3.1 Delivery of Licensed Materials**

FLVS agrees to deliver the Customer one (1) copy of the most current release available by request of the Licensed Materials. The Documentation will be provided solely in the English Language, except in cases where FLVS has specifically provided for foreign language documentation.

**3.2 Software Security**

a) The Customer will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use.

b) FLVS will ensure all reasonable measures are taken to protect the Customer Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Customer Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such data. The provider warrants that, within seven business day of a written request by the customer, for Customer data related to the program, FLVS shall provide such data to the Customer.

**3.3 Background Screening**

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida Law, specifically, but not limited to the requirements of Jessica Lunsford Act, 1012.465 F.S.

INFO ONLY

## ARTICLE 4 – PRICE AND PAYMENT TERMS

4.1 License Fees

a) Customer shall pay to FLVS the Franchise fees described in Appendix A (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the Customer to pay a correct and undisputed invoice within 45 days of the Customer's Accounts Payable Department's receipt of said invoice. The Customer shall incur no obligation for payment until issuance of a purchase order to FLVS. Failure to pay the License Fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

b) The payment of all amounts as well as the accrual of interest for any amounts not paid shall be accordance with the Local Government Prompt Payment Act, Section 218.70, et seq. All overdue (90+ days) may be denied access to FLVS Content. The Licensing Agreement will be suspended until payment is received by FLVS.

## ARTICLE 5 – PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

5.1 Title to Licensed Materials

Customer acknowledges and agrees that FLVS, Licensors of FLVS, and the Platform Provider shall retain all right, title and interest in and to the Licensed Materials and all copies thereof, including, without limitation, the Intellectual Property Rights therein, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any right with respect to the Intellectual Property Rights therein. FLVS has the right to license Materials to the Customer. Nothing in this Agreement shall be construed as conferring upon the Licensee any right or interest in Florida Virtual School's or the Platform Provider's intellectual property or in their registration or in any designs, copyrights, patents, trade names, signs, emblems, insignia, symbols and slogans or other marks used in connection with the software other than as provided in this Agreement.

To the extent permitted by law, FLVS shall defend, indemnify and hold the Customer, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i)

FINAL

infringement by FLVS of any third-party patent, copyright or trademark or (ii) misappropriation by FLVS of any third-party trade secret in connection with the foregoing. FLVS will indemnify and hold harmless the Customer, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the Customer, its officers, agents, employees, successors and assigns. If FLVS uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The parties shall also be bound by any applicable federal law as it relates to the use of any federal monies for the license under this Agreement. If FLVS's software becomes or is likely to become the subject of an infringement claim, FLVS may at its option and expense, either: (a) procure for the School Board the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected software, allow the School Board to return other software intended to operate with the affected software, and refund to the School Board the portion of the license agreement price attributable to the returned product, prorated in accordance with the unused portion of the term.

5.2 **Confidential Information**

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. Each party shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall remain fully binding upon both parties.

5.3 **Protection and Proprietary Rights**

a) Customer shall not remove any proprietary copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.

b) Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer all or any part of the Licensed Materials in accordance with the law. Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.

c) The Customer hereby agrees that FLVS is the owner of all rights intellectual and otherwise for the Course Content and Virtual School Administrator product that will be provided and has the legal right to franchise and charge a fee for the use of that material and the legal right for an injunction. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer.

**5.4 Audit Rights**

FLVS may audit the use of their proprietary products and enrollment at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the Customer and the Florida Department of Education.

**5.5 Email Access**

Customer is responsible for providing FLVS, upon request, all email correspondence between teacher and student relevant to this Agreement.

**5.6 Public Records**

Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL**

INFO ONLY

CustodianofRecords@flvs.net , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

5.7 **Confidential Student Information**

For the limited purposes of auditing the implementation of the Agreement and accessing student emails, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the Customer with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes listed above and for no other purpose. Upon the termination or expiration of the agreement, FLVS shall return to Customer all original and any copies of the confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by Law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

## ARTICLE 6 – WARRANTIES OF FLVS

6.1 **Limit of Liability**

a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto. FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including

negligence, shall in no event exceed (I) the amount paid by the Customer hereunder for the licensed materials; (II) the amount paid by Customer for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Article 7; (III) the amount paid by Customer for installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by Customer under this Agreement.

b) In no event, will FLVS be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against Customer by another person (even if FLVS has been advised of the possibility of such damage), unless required by law.

c) FLVS shall be liable to Customer as expressly provided in this agreement, but shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to Customer including any liability for negligence. The limitations, exclusions and disclaimers in this agreement shall apply irrespective of the nature of the cause of action, demand, or action by Customer, including but not limited to, breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.

6.2 Intellectual Property Claims

a) Notwithstanding the forgoing, FLVS shall have no liability for any claim that is based on (i) the use if other than the latest release and version of the Licensed Materials if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to Customer for use, (ii) the unauthorized combination of the Licensed Materials with the software, hardware or any other product not specifically provided by FLVS, or (iii) any unauthorized modification to the Licensed Materials or unauthorized use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.

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Florida Virtual School
Franchise Agreement

## ARTICLE 7 – TERM AND TERMINATION

**7.1 Term**

This Agreement shall be effective on the Effective Date for a period of three (3) years or one (1) year; whichever term option was chosen on page 1, section 2 and shall be terminable in accordance with this Article.

**7.2 Termination**

Either party may by notice in writing terminate this Agreement if (i) the other party breaches or fails to observe or perform any of its obligations set out in the Agreement, including failure to pay Franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws, or if proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either part ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days written notice by FLVS or Customer to the other party of its termination of the Agreement.

**7.3 Services Not Included**

a) Renewal and Warranty Support does not include or apply to any of the following: (i) making modifications to the Licensed Materials for Customer; (ii) consultation for new programs or equipment; (iii) hardware problems including any malfunction of hardware, or to any external causes affecting the Licensed Materials including the media upon which the Licensed Materials are provided such as accident, disaster, electrostatic discharge, fire, flood, lightning, water, or wind; or (iv) corrections of errors attributable to software other than the Licensed Software. FLVS may charge Customer at its then applicable list price for providing such services. FLVS may also charge Customer at is then list price for analysis or removal of errors which are caused by improper operation or handling of the Licensed Materials or caused by circumstances unrelated to FLVS. Payment for these services shall be made by Customer within forty-five (45) days of invoicing by FLVS in accordance with the Florida Local Government Prompt Payment Act.

b) The obligation to provide Renewal Services is subject to the following: (i) Renewal Services are only provided for the Licensed Course Content provided under this Agreement; (ii) if Customer ceases to pay for and received Renewal Services and later requests Renewal Services, Customer will be required to pay to FLVS the Renewal Fees not paid during the period in which the service was discontinued; and
(iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder; and

INFO ONLY

(iv) FLVS has no obligation to provide Renewal Services if Customer is unable to follow FLVS Franchise policies and procedures as documented through an annual audit. Customer has no obligation to renew this Agreement.

## ARTICLE 8 – GENERAL

**8.1 Force Majeure**

If the performance of this Agreement, or any obligation thereunder is prevented, restricted, or interfered with by any reason of fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance, demand or requirement of any government authority; or any other act or condition whatsoever beyond the reasonable control of the affected party. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

**8.2 Non-Solicitation Agreement**

FLVS and the Customer agree that during the term of this agreement, except as provided elsewhere in this Agreement or through mutual consent of both organizations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

**8.3 NCAA**

NCAA continues to evolve its policy regarding evaluation of virtual school course work for student athletes. FLVS enjoys a strong working relationship with NCAA, and, as our Franchise partner, the Customer will join FLVS's umbrella by signing this Agreement and agreeing to abide by all FLVS policies regarding course delivery, instructional practices, and student management found in Appendices B. As part of the Agreement, the Customer will undergo intermittent quality assurance audits performed by FLVS personnel. The Customer will have access to all audit reports. FLVS reserves the right to report audit results to NCAA. Customer understands that non-FLVS courses offered by the Customer are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.

8.4 **Background Screening**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all its personnel who (1) are to be permitted access to Customer's school grounds when students are present; (2) will have direct contact with Customer's students, or (3) have access or control of Customer's funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Customer in advance of FLVS or its personnel providing any services under the conditions described in the previous sentence. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by Customer or FLVS of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

8.5 **No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

8.6 **Non-Discrimination**

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, political or religious beliefs, color, gender, gender identity or expression, national origin, marital status, disability, or sexual orientation.

8.7 **Records**

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party shall be responsible for compliance with Sections 1002.22 and 1002.221, Florida Statutes, FERPA, 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), and any

PROPOSED

other applicable state or federal laws or regulations concerning the protection, use and disclosure of confidential student educational records.

8.8 **Entire Agreement**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.9 **Amendments**

No modification or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed by both parties. At the end of each academic year, FLVS may review and adjust course fees and Terms and Conditions contained herein via an Amendment signed by both parties.

8.10 **Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.11 **Compliance with Laws**

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

8.12 **Severability**

In any case, any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

FINAL

**8.13 Authority to Piggyback**

If mutually agreed between FLVS and the Customer, agreement to these Terms and Conditions constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this contract, to any other governmental entities.

**8.14 Notice**

When any of the parties' desires to give notice to each other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changes by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To FLVS:
Florida Virtual School – Procurement
2145 Metrocenter Blvd.
Suite 100
Orlando, FL 32835

With a Copy to:
President and CEO of FLVS
2145 Metrocenter Blvd.
Suite 100
Orlando, FL 32835

To Customer:
Superintendent of Schools

**8.15 Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such part with respect to all provisions contained in this Agreement.

**8.16 No Third-Party Beneficiaries**

There are no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.

INFO ONLY

8.17 No Partnership or Joint Venture

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Customer and Contractor or any other party or cause either party to be responsible in any way for the debts and obligations of the other party.

8.18 Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, FLVS shall notify the School Board immediately, but no later than thirty (30) calendar days following a determination of a breach of data security involving School Board's data. Additionally, FLVS shall fully cooperate with the School Board regarding the School Board's statutory notification requirements.

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Florida Virtual School
Franchise Agreement

## APPENDIX A

The Components, which are the subject of the FLVS Franchise Agreement, including FLVS Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:
The most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

1. **Fees**
This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at: http://www.flvs.net/Students/Pages/find-course.aspx#highschool

| FLVS Course Offerings | |
|---|---|
| Course Name | Price |
| SOCIAL STUDIES | |
| AP United States Government and Politics | 63.00 |
| AP Human Geography | 43.00 |
| AP Macroeconomics | 43.00 |
| AP Microeconomics | 46.00 |
| AP Psychology | 68.00 |
| AP US History | 76.00 |
| Economics with Financial Literacy | 43.00 |
| Law Studies | 76.00 |
| MJ Civics | 43.00 |
| MJ United States History | 43.00 |
| MJ World History | 43.00 |
| Psychology 1 | 46.00 |
| United States Government | 43.00 |
| United States History | 43.00 |
| World History | 43.00 |
| LANGUAGE ARTS | |
| AP Art History | 43.00 |
| AP English Language and Composition | 43.00 |
| AP English Literature and Composition | 72.00 |
| English 1 | 43.00 |
| English 2 | 43.00 |
| English 3 | 43.00 |
| English 4 | 43.00 |
| Intensive Reading | 43.00 |

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**Florida Virtual School**
**Franchise Agreement**

| | |
|---|---|
| MJ Language Arts 1 | 43.00 |
| MJ Language Arts 2 | 43.00 |
| MJ Language Arts 3 | 43.00 |
| Reading for College Success | 43.00 |
| Journalism I | 43.00 |
| English 4: Florida College Prep | 43.00 |
| Social Media | 43.00 |
| **WORLD LANGUAGES** | |
| American Sign Language 1 | 43.00 |
| Chinese 1 | 43.00 |
| Chinese 2 | 43.00 |
| Chinese 3 honors | 43.00 |
| French 1 | 43.00 |
| French 2 | 43.00 |
| Latin 1 | 43.00 |
| Latin 2 | 43.00 |
| Latin 3 | 43.00 |
| MJ Spanish Beginning | 43.00 |
| MJ Spanish Intermediate | 43.00 |
| Spanish 1 | 43.00 |
| Spanish 2 | 43.00 |
| Spanish 3 Honors | 43.00 |
| Spanish 4 Honors | 43.00 |
| Spanish for Spanish Speakers | 43.00 |
| **MATHEMATICS** | |
| Algebra 1 | 43.00 |
| Algebra 2 | 43.00 |
| AP Calculus AB | 63.00 |
| AP Calculus BC | 63.00 |
| AP Statistics | 43.00 |
| Calculus | 63.00 |
| Calculus Honors | 63.00 |
| Geometry | 43.00 |
| Liberal Arts Math 1 | 51.00 |
| Liberal Arts Math 2 | 51.00 |
| Math for College Readiness | 55.00 |
| MJ Math 1 | 43.00 |
| MJ Math 2 | 43.00 |
| MJ Pre-Algebra | 43.00 |
| Precalculus Honors | 68.00 |
| **SCIENCE** | |
| Anatomy & Physiology | 43.00 |

PROPOSAL

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|---|---|
| AP Biology | 76.00 |
| AP Environmental Science | 43.00 |
| Biology | 68.00 |
| Chemistry | 43.00 |
| Earth Space Science | 43.00 |
| Forensic Science | 76.00 |
| Marine Science | 43.00 |
| MJ Science 1 | 43.00 |
| MJ Science 2 | 43.00 |
| MJ Science 3 | 47.00 |
| Physical Science | 43.00 |
| Physics | 43.00 |
| **CAREERS AND LIFE SKILLS** | |
| AP Computer Science | 69.00 |
| Art History and Criticism 1 Honors | 43.00 |
| Career Research and Decision Making | 65.00 |
| Creative Photography | 76.00 |
| Critical Thinking and Study Skills | 65.00 |
| Drivers Education | 69.00 |
| Fitness Lifestyle Design | 43.00 |
| Guitar 1 | 76.00 |
| HOPE | 43.00 |
| Leadership Skills Development | 65.00 |
| Life Management Skills | 43.00 |
| MJ Creative Photography | 76.00 |
| MJ Critical Thinking, Problem Solving and Learning Strategies | 43.00 |
| MJ Fitness | 43.00 |
| MJ Guitar I | 76.00 |
| MJ Physical Education 6 | 43.00 |
| MJ Physical Education 7 | 43.00 |
| Music of the World | 76.00 |
| Outdoor Education | 97.00 |
| Peer Counseling 1 | 65.00 |
| Peer Counseling 2 | 65.00 |
| Personal Fitness | 43.00 |
| Theater, Cinema & Film Production | 85.00 |
| Criminal Justice Operations | 76.00 |
| **CAREERS AND TECHNICAL EDUCATION** | |
| Agriscience Foundations I | 76.00 |
| Biotechnology I | 77.00 |
| Culinary Arts I | 76.00 |
| Dave Ramsey's Foundations in Personal Finance | 76.00 |

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|---|---|
| Digital Information Technology | 63.00 |
| Forestry and Natural Resources 2 | 76.00 |
| Foundations of Programming | 59.00 |
| Health Science Foundation | 77.00 |
| Introduction to Alternative Energy | 77.00 |
| Introduction to Horticulture | 76.00 |
| M/J Business Keyboarding | 55.00 |
| MJ Career Research and Decision Making | 43.00 |
| M/J Orientation to Career | 77.00 |
| Nutrition and Wellness | 76.00 |
| Parenting Skills | 76.00 |
| Personal and Family Finance | 77.00 |
| Personal and Family Finance – Dave Ramsey | 77.00 |
| Principles of Public Service | 77.00 |
| Procedural Programming | 43.00 |
| **CREDIT RECOVERY** | |
| Algebra 1 | 43.00 |
| Algebra 2 | 43.00 |
| Biology I | 43.00 |
| Chemistry I | 43.00 |
| Economics with Financial Literacy | 43.00 |
| English 1 | 43.00 |
| English 2 | 43.00 |
| English 3 | 43.00 |
| English 4 | 43.00 |
| Geometry | 43.00 |
| US Government | 43.00 |
| US History | 43.00 |
| World History | 43.00 |
| **OTHER ELECTIVES** | |
| Anthropology | 76.00 |
| Art in World Cultures | 76.00 |
| Astronomy Solar/Galactic | 76.00 |
| Early Childhood Education | 76.00 |
| Health Science I | 76.00 |
| Holocaust | 76.00 |
| Philosophy | 76.00 |
| Psychology 2 | 77.00 |
| Sociology | 76.00 |
| Speech I | 76.00 |
| Sports, Recreation and Entertainment Marketing Management | 76.00 |
| World Religions | 71.00 |

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**Florida Virtual School**
**Franchise Agreement**

| ELEMENTARY COURSES | |
|---|---|
| Language Arts - Kindergarten | 43.00 |
| Language Arts - Grade One | 43.00 |
| Language Arts - Grade Two | 43.00 |
| Language Arts - Grade Three | 43.00 |
| Language Arts - Grade Four | 43.00 |
| Language Arts - Grade Five | 43.00 |
| Mathematics - Kindergarten | 43.00 |
| Mathematics – Grade One | 43.00 |
| Mathematics - Grade Two | 43.00 |
| Mathematics - Grade Three | 43.00 |
| Mathematics - Grade Four | 43.00 |
| Mathematics - Grade Five | 43.00 |
| Science - Kindergarten | 43.00 |
| Science – Grade One | 43.00 |
| Science – Grade Two | 43.00 |
| Science – Grade Three | 43.00 |
| Science – Grade Four | 43.00 |
| Science – Grade Five | 43.00 |
| Social Studies - Kindergarten | 43.00 |
| Social Studies – Grade One | 43.00 |
| Social Studies – Grade Two | 43.00 |
| Social Studies - Grade Three | 43.00 |
| Social Studies – Grade Four | 43.00 |
| Social Studies – Grade Five | 43.00 |
| Elementary Technology K | 43.00 |
| Elementary Technology 1 | 43.00 |
| Elementary Technology 2 | 43.00 |
| Elementary Technology 3 | 43.00 |
| Elementary Technology 4 | 43.00 |
| Elementary Technology 5 | 43.00 |
| Elementary Spanish Introductory Level | 43.00 |
| Elementary Spanish 1 | 43.00 |
| Elementary Spanish 2 | 43.00 |
| Elementary Spanish 3 | 43.00 |
| Elementary Spanish 4 | 43.00 |
| Elementary Spanish 5 | 43.00 |
| Elementary Physical Education K | 43.00 |
| Elementary Physical Education 1 | 43.00 |
| Elementary Physical Education 2 | 43.00 |
| Elementary Physical Education 3 | 43.00 |
| Elementary Physical Education 4 | 43.00 |

FINAL

| | |
|---|---|
| Elementary Physical Education 5 | 43.00 |
| Elementary Art K | 43.00 |
| Elementary Art 1 | 43.00 |
| Elementary Art 2 | 43.00 |
| Elementary Art 3 | 43.00 |
| Elementary Art 4 | 43.00 |
| Elementary Art 5 | 43.00 |

FLVS Invoicing Schedule for Billable Enrollments Served:

| Cycle | Enrollment Data Date Range | Invoice Sent |
|---|---|---|
| Cycle 1 | July - Oct | Mid-November |
| Cycle 2 | Nov - Feb | Mid-March |
| Cycle 3 | Mar - Jun | End of June |
| Cycle 4 | True-up / Enrollments not captured in previous cycles | Mid-July |

**Course Discontinuation**

FLVS reserves the right to discontinue the availability of any course listed herein with reasonable notice to the Customer. In so doing, FLVS will assure the students currently in the course are permitted to matriculate and complete their course with the current course they are currently enrolled in.

**Billing Contact Personnel:**

| School or District | Florida Virtual School |
|---|---|
| **Name:** Jillian Herron | **Name:** Carmen Brehoi |
| **Address of School/District:**<br>1740 Ohio Avenue, South<br>Live Oak, FL 32064 | **Address:** 2145 Metrocenter Blvd. Suite 100<br>Orlando, Florida 32835 |
| **Email:** jillian.herron@suwannee.k12.fl.us | **Email:** cbrehoi@flvs.net |
| **Telephone No.:** 386-647-4615 | **Telephone No.:** 407-513-3615 |

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Florida Virtual School
Franchise Agreement

## APPENDIX B

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise Agreement – Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination of the Franchise as outline in Appendix D.

**Florida Virtual School Responsibilities**

1) Provide a Franchise Operations Manager assigned to support the Customer's district.
2) Provide access to LMS platform.
3) Provide contact information for Platform Provider.
4) Provide systems training during the academic year terms for Franchises, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.
5) Provide hosting of courses on LMS platform.
6) Provide course materials to students to be returned to FLVS main office at the conclusion of the course, unless deemed disposable for Elementary.
7) Provide course updates.
8) Provide Student Information Management System (VSA).
9) Provide Quality Assurance Services inclusive of one Classroom Audit and one Completion Audit per instructor, Educator footprints reports upon request, and QA training.
10) Provide Academic Integrity Services inclusive of investigation and documentation.
11) Provide monthly parent/student survey results.
12) Provide Annual Customer Satisfaction Report.
13) Provide Instructor Training for all new course releases.
14) Provide new Instructor Training.
15) Provide a year-end evaluation of the program.
16) Provide Franchise Management Training.
17) Provide syllabus documents for AP courses for use in AP audit process.
18) Provide co-branded digital flyer, which is designed and set to your Franchise by request three (3) times a year (August, January, and May) *.
19) Provide access to FLVS video course tours.
20) Provide the Salesforce platform to access QA documents and submit concern resolutions.

**All messaging will be pre-determined and at the discretion of FLVS based on time of year.*

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# Florida Virtual School
# Franchise Agreement

**The Customer is Responsible for the Following Items:**

1) Provide FLVS seven (7) days written notice of any meeting of Customer's school board to discuss and/or consider action regarding FLVS, this Agreement, or the terms thereof.
2) Return this signed contract by July 30.
3) Provide payment as specified in contract.
4) Provide a point of contact for FLVS at the customer level and at the Franchise leadership level.
5) Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy in **Appendix E**.
6) Use the FLVS Learning Management System and Student Information System.
7) Complete course list three (3) weeks prior to delivery date.
8) Report only Florida Virtual School courses within the Franchise.
9) All student transfers must be approved and processed by Florida Virtual School.
10) Abide by the Academic Integrity policies established by FLVS.
11) Customer will provide accurate rosters of teachers, including contact information and subjects they teach, at the following intervals: July 1st and December 1st. Keep FLVS updated with new hires and departures.
12) Require that all teachers have completed new teacher training before being placed with students.
13) Require all teachers of new or reversion courses complete training on the new course within two (2) weeks of training being made available.
14) Require that no student shall be completed in a course without having taken the final segment exams or without documented adherence to local customer policy.
15) Require that all teacher and student email communications be maintained within the LMS.
16) Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility. Provide certification number in VSA account.
17) Acknowledge sole responsibility for compliance with College Board AP Audit. If Franchise AP courses are not authorized, courses may not be offered with the AP label.
18) Participate in end-of-year Franchise evaluations.
19) Participate in Annual Franchise Management Training.
20) Employ a Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program.
21) Provide FLVS with End of Course (EOC), AP, and FSA summary and demographic data for FLVS courses upon request.

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**Florida Virtual School**
**Franchise Agreement**

22) Implement teacher Memorandum of Agreement provided by FLVS as Appendix C and submit signature page to FLVS by October 1st each academic year or within 30 days of employment.
23) Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
24) All public records requests received regarding this Franchise Agreement or any services provided thereunder must be provided to FLVS within 24 hours of the receipt by the customer.
25) The Franchise will apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.
26) Provide high-resolution vector logo to FLVS by July 30th each academic year.
27) Use tagline "Powered by FLVS" when specifically promoting FLVS courses.
28) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in service points upon completion.
29) Utilize the Salesforce application to access QA documents and submit concern resolutions.

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Florida Virtual School
Franchise Agreement

## APPENDIX C

**FLVS Mission:**
To deliver a high quality, technology-based education that provides the skills and knowledge Students need for success.

**FLVS Vision:**
To transform education worldwide, one Student at time.

**FLVS Values:**

- Student Focus
- Innovation
- Integrity
- Passion
- Communication

**FLVS Commitment:**
The Student is at the center of every decision we make.

**FLVS Franchise Policy Guide:**
Communication and interaction are at the heart of our success. Research continues to show that Student-Teacher interaction is the key to a successful educational experience. Frequent Student-Teacher communication in the virtual learning environment requires commitment above and beyond the traditional workday by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows overwhelming need and appreciation for the frequent communication that is occurring between staff and Students. Voice-to-voice communication and email are considered essential and are expected on a regular basis. Teachers are expected to perform Discussion Based Assessments as scheduled and additional as needed.

**Academic Integrity:**
Academic Integrity along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at:
https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6

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Florida Virtual School
Franchise Agreement

**Welcome Phone Call:**

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors. During the initial Welcome Call, instructors will ask for a preferred method of contact. Instructors will make note of the preferred method and communicate student progress according what parent's request.

**Grading Student Work:**

1. A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within 24 hours. Responding within 24 hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within 48 hours of submission.

2. Florida Virtual School uses the state adopted grading scale. Per Florida Statute 1003.437 High School Grading System:
   a) Grade A equals 90% through 100%.
   b) Grade B equals 80% through 89%.
   c) Grade C equals 70% through 79%.
   d) Grade D equals 60% through 69%.
   e) Grade F equals 0% through 59%.
   f) W – Student withdrawn during grace period. No credit awarded.
   g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
   h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
   i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

**Each Florida School District reserves the right to input FLVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.**

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**Final Exam Policy:**
The purpose of the final exam is to assist in validating that Students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of Student achievement; however, students are required to take a final exam in all FLVS courses.

For Courses with state required EOC exams, the School Board may act in accordance with Customer policy.

To maintain the integrity of all FLVS grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams.

**Minimum Length of Courses:**
To ensure that Students are mastering content within their courses, it is important to remember that the 14-day minimum learning experience for all half-credit courses and a 28-day minimum for all full credit courses remains in effect. For Students to successfully complete a skill-based course with specific course requirements, such as a time component (i.e. workout logs in Personal Fitness), a longer minimum learning experience may be required.

As noted in the statement above, skill-based courses with a time component require a longer minimum stay. PE courses fall into that category:

| | |
|---|---|
| Personal Fitness (PF): | 21 Days |
| Fitness Lifestyle Design (FLD): | 24 Days |
| Health Opportunities in Physical Education (HOPE): | 21 Days |

**Documentation of Student Work:**
All Student assessment records should be kept in the FLVS course management system. Primarily, Student work will be completed within the course management system. Keep digital documentation of any Student assessments given by phone or in the chat room. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in the LMS. All email communication with Students must be maintained within the LMS.

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## Florida Virtual School
## Franchise Agreement

As a Franchise Teacher, I have read and agree to abide by all FLVS Instructional Polices as found at https://dash.flvsgl.com/learn/2019-20-franchise-faculty-handbook/

| Teacher Name | Certification Areas |
|---|---|
| Teacher Signature | Date |
| Franchise Leader | Date |

Please submit this form to the Franchise Manager within ten (10) business days of Teacher employment with your Franchise school.

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## APPENDIX D

### Steps for Enforcement

To ensure that its products and services are properly presented, FLVS reserves the right to review both the individual and overall performance of the Franchise. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the Franchise representative of any discrepancies so that the representative may take immediate action to correct the issue(s). FLVS may assist in providing additional tools and/or training at the expense of the Franchise. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a non-performing individual removed from the Franchise program and/or terminate the Agreement with the Franchise.

**Step One: Verbal Warning**

1. Memo to file summarizing discussion.
2. Franchise may file a written document outlining an opposing view with FLVS Franchise Manger, Director and Chief.
3. Verbal communication with Franchise Manager to identify deficiencies with a plan for correction of identified deficiencies to bring Franchise back into compliance within seven (7) business days.
4. If deficiency is not corrected within seven (7) business days with the Franchise back in compliance of the Franchise contract, parties involved will attend mandatory training with costs being incurred by the Franchise, and/or be levied penalties and fines.

**Step Two: Probation**

1. Should the discrepancies continue, FLVS will place the Franchise on probation for no longer than one year.

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FLORIDA VIRTUAL SCHOOL

## APPENDIX E

### Florida Virtual School Franchise Branding and Media Policy

FLVS Branding Policy:

- Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public school district of the State of Florida.

- "Florida Virtual School" and "FLVS" are the only approved school name and abbreviation. "The Florida Virtual School", "Florida Virtual", and "Florida Virtual Schools" are not approved for use.
- Never use FLVS or Florida Virtual School possessively.
- Provide the FLVS District & Franchise Solutions Director with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

FLVS Media Relations Policy:

- Notify the FLVS Communications Manager and the FLVS District & Franchise Solutions Director upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
  - Tania Clow, Communications Manager: 407-513-3627, tclow@flvs.net
  - Larry Banks, District & Franchise Solutions Director: 407-484-4031, lbanks@flvs.net
- Media Resources Available:
  - FLVS Newsroom (flvs.net/news) – View news releases, annual report, district enrollment summary, research documents, and FLVS leadership members.
- When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS District & Franchise Solutions Director.

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FLORIDA VIRTUAL SCHOOL

# Appendix F

## Florida Services Additional Terms

This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Franchise Agreement, these Additional Terms shall control.

**1. DEFINITIONS.** All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:

**1.1 "Affiliate"** shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

**1.2 "Agreement"** shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).

**1.3 "Customer"** shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.

**1.4 "Licensed Product"** shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.

**2. Intellectual Property Rights.** Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to Customer pursuant to the Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS' (or its Affiliates' or licensors') rights in the Works.

Customer agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.

**3. INDEMNIFICATION.** To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

**4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.**

**4.1 Limited Warranty.** FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS




does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

**4.2 Warranty Period.** The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

**4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.**

**4.4 LIMITATION OF LIABILITY. NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER. IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT ANY AMOUNT OF RECOVERY TO WHICH CUSTOMER MAY BE DEEMED ENTITLED SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.**

**5. THIRD PARTY REQUIREMENTS.** Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third-party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

**5.1 National Collegiate Athletic Association ("NCAA").** The NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at https://web3.ncaa.org/hsportal/exec/hsAction?hsActionSubmit=searchHighSchool. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

**5.2 Advanced Placement ("AP") Courses.** Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

**6. COMPLIANCE WITH LAWS**

**6.1 In General.** Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.

**6.2 Children's Online Privacy Protection Act ("COPPA").** Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**6.3 Confidential Student Information.** For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon

the termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

6.4 **Accommodations.** Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

(a) **Students with Disabilities.** To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(b) **English Language Learner Students.** To the extent required by law, Customer is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(c) **Individual Education Plans.** To the extent required by law, Customer is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

6.5 **Data/Security Breach.** The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

6.6 **Background Screening.** As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

7. **Third Party Rights.** Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.

UNSIGNED

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**VIRTUAL LEARNING LAB AGREEMENT**
**by and between**
**FLORIDA VIRTUAL SCHOOL**
**and**
**Suwannee County School Board**

This Virtual Learning Lab Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and the Suwannee County School Board ("District"), collectively referred to hereinafter as "the Parties."

**WHEREAS**, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's K-20 Education System; and

**WHEREAS**, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

**WHEREAS**, the District desires to utilize FLVS services as a Virtual Learning Lab ("VLL"), providing an innovative learning solutions for students; and

**WHEREAS**, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**INCORPORATION OF RECITALS**

The foregoing recitals are true, correct, and incorporated herein by reference.

1. **DEFINITIONS**

a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.

b) "Authorized Third Party" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose

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duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

c) "Authorized User" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.

d) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.

e) "Confidential Information" means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

f) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.

g) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.

h) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

i) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the FLVS courses and course components.

j) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).

k) "Successful Completion" means any half credit enrollment which achieves a completed status with a final grade of "D" or better, issued by an FLVS instructor



through the final grade report in the Virtual School Administrator.

l) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.

**2. LICENSE GRANT**

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

**3. TERM**

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Successful Completion price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

**District hereby agrees to accept said VLL Agreement** for:

__X___ one (1) academic school year term, July 1, 2021 through June 30, 2022

_____ three (3) academic school year terms, July 1, 2021 through June 30, 2024

**4. DISTRICT OBLIGATIONS**

The District shall:

a) Complete an accurate and timely (pursuant to Section 7 of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.

b) Select academically appropriate courses by the dates set forth under Section 7 of this Agreement for the following enrollment periods:

- Fall: May 31 to September 1.
- Spring: November 15 to January 31.
- Summer: April 1 to June 1.

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c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance with this provision will result in FTE reported by FLVS.

d) Designate a Virtual Learning Lab facilitator to monitor students. It is not required that the facilitator be a certified instructor.

e) Grant computer access to enrolled students, along with minimum technology required to utilize FLVS services[1].

f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.

g) Provide access to stakeholders involved in the success of the VLL for training and communications from FLVS.

h) Ensure parental notification of student's participation in the District VLL.

i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to section 1011.61, Florida Statutes, associated with enrollments.

j) Uphold and support the FLVS policies regarding Academic Integrity by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

## 5. FLVS OBLIGATIONS

FLVS shall provide to the District:

a) Appropriate training for the District VLL facilitator, including VLL support strategies.

b) Appropriate training for the District counselor(s) involved in the VLL.

c) Appropriate training for District administration related to the VLL.

d) A registration process specifically designed for VLL students.

e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.

f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

g) Evaluation and support of all members of the District VLL.

[1] Said minimum requirements are set forth at https://www.flvs.net/student-resources/system-requirements.

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h) Progress monitoring tools at District, student, and school level.

i) Invoices for Successful Completions.

j) Data required for FTE reporting by the District to the Florida Department of Education.

## 6. FEES AND PAYMENT

FLVS will invoice the District $325.00 for each Successful Completion. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

Invoice Schedule: District/School will be invoiced for enrollments that have completed during each billing cycle, identified by status 'Completed' in VSA. The billing cycle is outlined in the table below.

| Cycle | Enrollment Data Date Range | Invoice Sent On or Before |
|---|---|---|
| Cycle 1 | July – October | November 30th |
| Cycle 2 | November – February | March 31st |
| Cycle 3 | March – June | June 30th |
| Cycle 4 | True-up/Enrollments not captured in previous cycle | July 31st |

Billing Contacts:

| | |
|---|---|
| **District** Suwannee County School District | **Florida Virtual School** |
| **Name:** Cortney Flowers | **Name:** Carmen Brehoi |
| **School/District Address:** 1740 Ohio Ave. South Live Oak, FL 32064 | **Address:** 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835 |
| **Email:** cortney.flowers@suwannee.k12.fl.us | **Email:** cbrehoi@flvs.net |
| **Telephone No.:** 386-647-4625 | **Telephone No.:** 407-513-3615 |

## 7. NOTICE IN ADVANCE OF START DATE

The District shall provide FLVS with notice regarding the number of seats needed for the District VLL. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District VLL start date as follows:

1. two (2) to twenty-nine (29) students no less than ten (10) days; and

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2. thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
3. one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District VLL start date. Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District VLL start date, (2) students may be enrolled in the FLVS Flex program and any FTE sharing shall apply for students not enrolled in the District VLL, or (3) denial of future lab request(s).

8. **ACADEMIC INTEGRITY IN THE VLL**

To ensure the highest standards of academic integrity, FLVS instructors shall, (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database, (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District VLL student(s) and facilitator(s).

District facilitators shall, (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage student to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

9. **TERMINATION**

This Agreement may be terminated by:

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b) either party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other party not less than thirty (30) days prior to the effective date of such termination; or

c) written agreement executed by both Parties; or

d) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5)-day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

e) the District at any time if FLVS, upon notice by the District and expiration of a ten-day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

**10. TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, District party, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to the other party prior to the end of the current term. In the event of a termination for convenience, District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties—by mutual written agreement—may extend the notice of termination period to one beyond the (thirty) 30-day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

**11. BACKGROUND SCREENING**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who, (1) are to be permitted access to District's school grounds when students are present, (2) will have direct contact with District's students, or (3) have access or control of District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling District to terminate immediately with no further responsibilities or



duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

**12. INTELLECTUAL PROPERTY RIGHTS**

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f)

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remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

**13. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**14. SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

**15. DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including section 501.171 of the Florida Statutes. Upon knowledge of a data security breach, the breached party shall notify the other party immediately, and in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

**16. E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

**17. THIRD PARTY REQUIREMENTS**

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for



student athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

**18. WARRANTIES OF FLVS**

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

**19. CONFIDENTIAL INFORMATION**

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

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As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

**20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES**

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

**21. ENGLISH LANGUAGE LEARNER STUDENTS**

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

**22. PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.

b) Provide to each other, upon request and free of charge, a copy of each record which either party seeks to produce in response to a public records request.

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c) Ensure that Agreement Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.

d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either party's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching party without penalty to them.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835, OR AT 407-513-3325, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER, 1740 OHIO AVE SOUTH, LIVE OAK, FI 32064 OR AT 386-647-4600, or vickie.depratter@suwannee.k12.fl.us**

23. RESERVATION OF SOVERIEGN IMMUNITY

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in section 768.28 of the Florida Statutes. Subject to and within the limitations of sections 163.01 and 768.28 of the Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an

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agreement by one party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768 of the Florida Statutes.

**24. INDEMNIFICATION**

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

**25. FORCE MAJEURE**

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.

**26. DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL

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IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS. SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28 OF THE FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

**27. DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE DISTRICT SPECIFIC LEGAL RIGHTS. DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**28. RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties. Neither party is authorized to, nor shall either party act toward third persons or the

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public in any manner that would indicate anything other than an independent contractor relationship with the other party.

29. **NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either party for having drafted or participated in the drafting of this Agreement.

30. **DESCRIPTIVE HEADINGS**

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

31. **BINDING EFFECT**

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

32. **NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing directed to the following contacts:

**As to FLVS:**

Larry Banks, Senior Director of Partner Services
Florida Virtual School
2145 Metrocenter Boulevard, Suite 100
Orlando, FL 32835
Email: lbanks@flvs.net

With a copy to:
Office of General Counsel
Florida Virtual School
2145 Metrocenter Boulevard, Suite 100
Orlando, FL 32835

**As to the District:**

Ted L. Roush, Superintendent of Suwannee
County School District

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Address: 1740 Ohio Avenue South
City/State: Live Oak, FL 32064
Email: *ted.roush@suwannee.k12.fl.us*
With a copy to:

Name/Title: Leonard J. Dietzen, III
Rumberger Kirk P.A.
Address: P. O. Box 10507
City/State: Tallahassee, FL 32302 Email: ldietzen@rumberger.com

**33. NO WAIVER**

No delay or failure to act on the part of either party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either party unless it is agreed upon in a writing that is authorized and signed by the party against whom enforcement of such waiver is sought.

**34. OPPORTUNITY TO CONSULT WITH COUNSEL**

Each party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

**35. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

**36. DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

**37. PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS the District from participating in similar activities with other public or private agencies, organizations and individuals.

**38. SEVERABILITY**

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The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

**39. EXECUTION**

Each party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. This Agreement may be executed in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

**40. ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

**{This space has been intentionally left blank.}**

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**WHEREFORE**, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

**FLORIDA VIRTUAL SCHOOL**

| By *(Authorized Signature)* | Date |
|---|---|
| | |

Printed Name and Title of Person Signing:

Louis Algaze, Ph.D., Chief Executive Officer

Address:

2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835

Approved as to legal form and sufficiency by:

FLVS General Counsel (or authorized designee)

**DISTRICT NAME:** Suwannee County School District

| By *(Authorized Signature)* | Date |
|---|---|
| | |

Printed Name and Title of Person Signing
Ted L. Roush, Superintendent of Schools

Address
1740 Ohio Avenue South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for School Board of District County or Charter School (or authorized designee)

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SCSB ~~2021-51~~ 2022-03 (~~REVISED/RENEWAL~~)REVISED/RENEWAD

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~~Virtual Learning Lab~~

~~MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

**VIRTUAL LEARNING LAB AGREEMENT**

**by and between**

**FLORIDA VIRTUAL SCHOOL**

~~Suwannee County School Board~~

AND**and**

**Suwannee County School Board**

~~This 2020-2021 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and~~ This Virtual Learning Lab Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and the Suwannee County School Board ~~,~~ ("District"), collectively referred to hereinafter ~~referred to as School or~~as "the Parties."

**WHEREAS,** FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's K-20 Education System; and

**WHEREAS,** the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

**WHEREAS,** the District desires to utilize FLVS services as a Virtual Learning Lab ("VLL"), providing an innovative learning solutions for students; and

**WHEREAS,** the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

**NOW, THEREFORE,** in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**INCORPORATION OF RECITALS**

~~District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS. This Memorandum of Understanding shall include the following documents which are attached hereto~~ The foregoing recitals are true, correct, and incorporated herein by reference: ~~1~~.

~~Virtual Learning Lab Memorandum of Understanding, and 2. Appendix A Florida Services Additional Terms.A.~~

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~~I. PURPOSE:~~

~~The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Virtual Learning Lab (VLL). A Virtual Learning Lab (VLL) is a school whereby students are working on FLVS course(s) taught by FLVS instructor(s) at a school with a facilitator. FLVS's goal is to provide the necessary teachers for each VLL commencing on the School's preferred start date. To accommodate your preferred state date and hire the necessary teachers, the School principal and/or authorized district representative is required to sign this MOU no later than seven days after document is received so that both parties are in agreement of this commitment.~~

~~B. FLVS is responsible for:~~

~~1. Training for the VLL school facilitator.~~
~~2. Training for the School Counselor(s).~~
~~3. A registration process specifically designed for VLLstudents.~~
~~4. Ongoing support from an FLVS instructor and/or a Blended Learning Specialist.~~
~~5. Highly qualified, state-certified instructors.~~
~~6. Invoicing for successfully completed enrollments.~~
~~7.Providing data required for FTE reporting by district (as permitted by the FDLE).~~

~~C. School/District is responsible forproviding:~~

## 1. DEFINITIONS

a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.

b) "Authorized Third Party" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose

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duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

c) "Authorized User" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.

d) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.

e) "Confidential Information" means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

f) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.

g) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.

h) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

i) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the FLVS courses and course components.

j) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).

k) "Successful Completion" means any half credit enrollment which achieves a completed status with a final grade of "D" or better, issued by an FLVS instructor through the final grade report in the Virtual School Administrator.

l) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.

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**2. LICENSE GRANT**

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

**3. TERM**

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Successful Completion price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

**District hereby agrees to accept said VLL Agreement for:**

__X__ one (1) academic school year term, July 1,2021 through June 30, 2022

_____ three (3) academic school year terms, July 1,2021 through June 30, 2024

**4. DISTRICT OBLIGATIONS** The District shall:

a) Complete an accurate and timely (pursuant to Section 7 of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.

b) ~~1. Selecting~~ Select academically appropriate courses by ~~benchmark dates as stated above and within the~~ the dates set forth under Section 7 of this Agreement for the following enrollment ~~period~~periods:

- Fall: May 31 to September 1.
- Spring: November 15 to January 31.
- Summer: April 1 to June 1.

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c) ~~2.~~Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance with this provision will result in FTE reported by FLVS.

~~3. Accurate request for reservation to secure courses.~~

d) Designate a Virtual Learning Lab facilitator to monitor students ~~- does not have to -~~. It is not required that the facilitator be a certified instructor.

e) ~~5. Computer~~ Grant computer access ~~and other~~ to enrolled students, along with minimum

technology required ~~as listed on the FLVS website for the students to take the courses~~to utilize FLVS services[1]. ~~This includes computer access 4 to 6 hours each week per course.~~

f) ~~6.Two-way~~ Provide two-way long-distance communication access for FLVS ~~Instructor~~ Instructor - student phone calls.

g) Provide access to stakeholders involved in the success of the VLL for training and communications from FLVS.

h) ~~7.Parent's~~ Ensure parental notification of student's participation in ~~FLVS course.~~the District VLL.

i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to section 1011.61, Florida Statutes, associated with enrollments.

j) Uphold and support the FLVS policies regarding Academic Integrity by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

## 5. FLVS OBLIGATIONS

FLVS shall provide to the District:

a) Appropriate training for the District VLL facilitator, including VLL support strategies.

b) Appropriate training for the District counselor(s) involved in the VLL.

c) Appropriate training for District administration related to the VLL.

~~8. FTE submission associated with these enrollments.~~

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~~FLORIDA VIRTUAL SCHOOL~~

~~D. Fees:~~

~~FLVS will invoice the school district for each billable enrollment at $325.00 per each half credit completion.~~

~~School district shall pay the bill/invoice in accordance with this contract at Net BOdays.~~

~~1.Billable Enrollments: Any half credit completion issued by FLVS instructor through final grade report sent via Virtual School Administrator (VSA).~~

d) A registration process specifically designed for VLL students.

e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.

f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

g) Evaluation and support of all members of the District VLL.

[1] Said minimum requirements are set forth at https://www.flvs.net/student-resources/system-requirements.

h) Progress monitoring tools at District, student, and school level.

i) Invoices for Successful Completions.

j) Data required for FTE reporting by the District to the Florida Department of Education.

## 6. FEES AND PAYMENT

FLVS will invoice the District $325.00 for each Successful Completion. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

2. Invoice Schedule: ~~School/District~~ District/School will be invoiced for enrollments that have completed during each billing cycle, identified by status 'Completed' in VSA. The billing cycle is outlined in the ~~invoicing schedule section below. The final billing amount will be net of amount paid by the district in the first billing. (October 1/January 15; March 1/June 30; July 1/August 15)~~ table below.

| ~~Cycle~~ | ~~Enrollment Data Date Range~~ | ~~Invoice Sent~~ On or Before |
|---|---|---|
| Cycle 1 | July - October | ~~Mid-November~~ November 30th |
| Cycle 2 | November - February | ~~Mid-March~~ March 31st |
| Cycle 3 | March - June | ~~End of~~ June 30th |
| Cycle 4 | True-up/Enrollments not captured in previous cycle | ~~Mid-July~~ July 31st |

~~All cycles associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.~~ BILLING CONTACT PERSONNEL:

Billing Contacts:

| **District** Suwannee County School ~~or~~ District | **Florida Virtual School** |
|---|---|
| **Name:** ~~Mary Ann Chaney~~, Courtney Flowers | **Name:** Carmen Brehoi |
| **School/District Address:** 1740 Ohio Ave. ~~S, Live Oak, FL 3206~~^South Live Oak, FL 32064 | **Address:** 2145 Metrocenter Blvd. Suite 100 ~~Orlando, Florida 32835~~ Orlando, Florida 32835 |
| **Email:** ~~mary.chaney@suwannee .k12 .f l .m~~cortney.flowers@suwannee.k12.fl.us | **Email:** cbrehoi(5)flvs.net |
| **Telephone No.:** ~~386-647-4627,~~ 386.647.4625 | **Telephone No.:** 407-513-3615 |

~~E. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN DENIAL OF FUTURE VLL REQUESTS AT THE RATE STATE ABOVE.~~

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

~~1. ACADEMIC INTEGRITY IN THE VLL. Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.~~

~~Instructors will:~~

~~e Act as a resource for student questions.~~

7. NOTICE IN ADVANCE OF START DATE

The District shall provide FLVS with notice regarding the number of seats needed for the District VLL. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District VLL start date as follows:

1. two (2) to twenty-nine (29) students no less than ten (10) days; and

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2. thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
3. one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District VLL start date. Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District VLL start date, (2) students may be enrolled in the FLVS Flex program and any FTE sharing shall apply for students not enrolled in the District VLL, or (3) denial of future lab request(s).

8. ACADEMIC INTEGRITY IN THE VLL

~~Submit~~ To ensure the highest standards of academic integrity, FLVS instructors shall, (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database., (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District VLL student(s) and facilitator(s).

District facilitators shall, (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage student to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

9. TERMINATION

This Agreement may be terminated by:

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b) either party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other party not less than thirty (30) days prior to the

effective date of such termination; or

c) written agreement executed by both Parties; or SCSB 2022-03 (REVISEP/RENEWAD

d) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5)- day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

e) the District at any time if FLVS, upon notice by the District and expiration of a ten-day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

**10. TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, District party, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to the other party prior to the end of the current term. In the event of a termination for convenience, District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties—by mutual written agreement—may extend the notice of termination period to one beyond the (thirty) 30- day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

**11. BACKGROUND SCREENING**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who, (1) are to be permitted access to District's school grounds when students are present, (2) will have direct contact with District's students, or (3) have access or control of District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling District to terminate immediately with no further responsibilities or



duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

**12. INTELLECTUAL PROPERTY RIGHTS**

~~2.~~

~~•Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader,~~

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~~other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), however caused, to the extent allowed by their respective state~~

~~8.lic Records~~

~~parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.~~

~~ITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF~~

~~\PTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL CustodianofRecords@flvs.net~~

~~9. PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR~~

~~"Approved BY~~

Leonard J.

flvs ~~FLORIDA VIRTUAL SCHOOL~~

~~Dietzen, III Rumbe^er, Ytfck & Caldwell, P.A, Suwannee School Board Attorney~~

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

Florida School District VLL

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~~FOR: School or District:~~

Chairperson, Suwannee County School Board

~~Printed~~ Title
~~Name~~ Roush

~~Date:~~ ~~MJ » 2020~~

~~, Superintendent of Schools~~

~~For: Florida Virtual School:~~

~~7/14/2020~~

~~Date:~~

Louis J. Algaze, Ph.D. Executive Director and CEO

~~r 1 T TO FLORIDA VIRTUAL 1 I V O SCHOOL~~

~~Appendix A~~

## ~~Florida Services Additional Terms~~

~~This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Virtual Learning Lab Memorandum of Understanding, these Additional Terms shall control.~~

~~1. DEFINITIONS. All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:~~

~~1.1 "Affiliate" shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.~~

~~1.2 "Agreement" shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).~~

~~1.3 "Customer" shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.~~

~~1.4 "Licensed Product" shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.~~

~~flvs~~ ~~Intellectual Property Rights. Customer acknowledges and agrees that all courses, content, software~~ The District

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~~and Academic Integrity Support Personnel.~~

~~a) Verify student mastery of content through Discussion-Based Assessments and authentic assessments.~~

acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to ~~Customer~~ the District pursuant to ~~the~~ this Agreement are protected ~~by~~ via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary ~~rights and~~ laws and/or regulations, and FLVS ~~(or its Affiliates or licensors) owns~~ retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

~~Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS' (or its Affiliates' or licensors') rights in the Works.~~

~~Customer agrees not to~~Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works ~~(or any portion thereof)~~; (b) transfer, assign, distribute, ~~lend,~~ rent, sell, ~~transfer~~, or grant sublicenses to, or otherwise make available the Works ~~(or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing~~or any element thereof to any third parties; (c) embed or incorporate in any manner the Works ~~(~~or any element thereof~~)~~ into other applications ~~of Customer or third parties~~or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of ~~any applicable law, rule,~~ this any state or federal law or regulation, ~~including any export/import laws~~ applicable to the terms of this Agreement or the Licensed Materials; (e) ~~in any way~~ access, use, or copy any portion of the Works (including ~~the~~ any component of its logic ~~and/or~~, structure, and architecture ~~thereof and any trade secrets included therein) to directly or indirectly~~ ) to develop, promote, distribute, sell, or support any other product or service ~~that is competitive with the Works~~; or (f)

remove, obscure, or alter any FLVS symbol, copyright ~~notices or any~~ notice, mark, name, logo, tagline, or other similar designation ~~of FLVS or its Affiliates~~ displayed on or through any portion of the Works.

~~Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Upon termination of the Agreement, all worldwide intellectual and industrial property rights, including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.~~

~~3. INDEMNIFICATION. To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.~~

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~~4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.~~

~~4.1 Limited Warranty. FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error- free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section~~

~~4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then- current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.~~

~~4.2 Warranty Period. The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.~~

~~4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.~~

~~4.4 LIMITATION OF LIABILITY. NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER. IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT ANY AMOUNT OF RECOVERY TO WHICH CUSTOMER MAY BE DEEMED ENTITLED SHALL BE~~

~~LIMITED TO ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.~~

~~5. THIRD PARTY REQUIREMENTS. Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows: 5.1National Collegiate Athletic Association ("NCAA").~~

**13. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPRA")**

The District shall be responsible for ensuring full compliance with COPRA and all rules promulgated thereunder.

**14. SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

**15. DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including section 501.171 of the Florida Statutes. Upon knowledge of a data security breach, the breached party shall notify the other party immediately, and in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

**16. E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

**17. THIRD PARTY REQUIREMENTS**

~~The NCAA.~~ The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. ~~FLVS offers a variety of free, fully-accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet~~

~~NCAA requirements is available at https://web3.ncaa.org/hsportal/exec/hsAction?hsActionSubmit=s earchHighSchool.~~ ~~Customer~~ The District accepts responsibility for these criteria to the extent that ~~Customer~~ it uses ~~any~~ the Licensed ~~Product~~ Materials for students who desire to meet NCAA eligibility criteria. ~~To ensure that NCAA eligibility for student athletes is not compromised~~Similarly, ~~Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.~~the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

**18. WARRANTIES OF FLVS**

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

**19. CONFIDENTIAL INFORMATION**

~~5.2 Advanced Placement ("AP") Courses. Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.~~

~~6. COMPLIANCE WITH LAWS~~

~~6.1 In General. Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.~~

~~6.2 Children's Online Privacy Protection Act ("COPPA").~~

~~Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.~~

~~6.3Confidential Student Information. For the purposes of the~~ To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of ~~the~~ this Agreement and for no other purpose. Upon the termination or expiration of ~~the~~ this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, ~~and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any.~~

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~~confidential student information.~~ As FLVS ~~will be receiving student information~~ may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

~~Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.6.4 Accommodations. Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a~~

~~Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.~~

~~(a)Students with Disabilities. To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed~~

~~Product.~~

**20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES**

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

**21. ENGLISH LANGUAGE LEARNER STUDENTS**

~~(b)English Language Learner Students. To the extent required by law, Customer~~ The District is responsible for providing appropriate equal access ~~and~~ to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and ~~any~~ other federal, ~~or local~~ laws ~~or~~ and regulations in connection with ~~the~~ its use and implementation of ~~any Licensed Product.~~**~~Individual Education Plans.~~** ~~To the extent required by law, Customer~~ the Licensed Materials.

**22. PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.

b) Provide to each other, upon request and free of charge, a copy of each record which either party seeks to produce in response to a public records request.

INFO ONLY

c) Ensure that Agreement Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.

d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either party's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching party without penalty to them.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835, OR AT 407-513-3325, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER, 1740 OHIO AVE SOUTH, LIVE OAK, FI 32064 OR AT 386-647-4600, or vickie.depratter@suwannee.k12.fl.us**

**23. RESERVATION OF SOVERIEGN IMMUNITY**

~~is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.~~**~~6.5 Data/Security Breach.~~** ~~The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.~~

~~**6.6 Background Screening.** As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.~~

~~7. Third Party Rights.~~ ~~Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.~~

~~(c)~~FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in section 768.28 of the Florida Statutes. Subject to and within the limitations of sections 163.01 and 768.28 of the Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions of inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an



agreement by one party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either party to waive the monetary limitations (i.e., "statutory caps") of liability set forth in Chapters 163 and 768 of the Florida Statutes.

**24. INDEMNIFICATION**

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

**25. FORCE MAJEURE**

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.

**26. DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS

WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL

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IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS. SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28 OF THE FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

27. **DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE DISTRICT SPECIFIC LEGAL RIGHTS. DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

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28. **RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties. Neither party is authorized to, nor shall either party act toward third persons or the

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public in any manner that would indicate anything other than an independent contractor relationship with the other party.

29. **NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either party for having drafted or participated in the drafting of this Agreement.

30. **DESCRIPTIVE HEADINGS**

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

31. **BINDING EFFECT**

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

32. **NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing directed to the following contacts:

**As to FLVS:**

Larry Banks, Senior Director of Partner Services
Florida Virtual School
2145 Metrocenter Boulevard, Suite 100
Orlando, FL 32835
Email: lbanks@flvs.net

With a copy to:
Office of General Counsel Florida Virtual School 2145 Metrocenter Boulevard, Suite 100 Orlando, FL 32835

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**As to the District:**

Ted L. Roush, Superintendent of Suwannee County School District

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Address: 1740 Ohio Avenue South
City/State: Live Oak, FL 32064 Email: ted.
roush@suwannee. k12. fl. us
With a copy to:

Name/Title: Leonard J. Dietzen, III
RumbergerKirk P.A.
Address: P.O.Box 10507
City/State: Tallahassee, FL 32302 Email: ldietzen@rumberger.com

**33. NO WAIVER**

No delay or failure to act on the part of either party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either party unless it is agreed upon in a writing that is authorized and signed by the party against whom enforcement of such waiver is sought.

**34. OPPORTUNITY TO CONSULT WITH COUNSEL**

Each party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

**35. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

**36. DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

**37. PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS the District from participating in similar activities with other public or private agencies, organizations and individuals.

**38. SEVERABILITY**

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The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

**39. EXECUTION**

Each party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. This Agreement may be executed in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

**40. ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

**{This space has been intentionally left blank.}**

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**WHEREFORE,** the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

**FLORIDA VIRTUAL SCHOOL**

By *(Authorized Signature)* Date

Printed Name and Title of Person Signing:

Louis Algaze, Ph.D., Chief Executive Officer

Address:
2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835

Approved as to legal form and sufficiency by:

FLVS General Counsel (or authorized designee)

**DISTRICT NAME:** Suwannee County School District

By *(Authorized Signature)* Date

Printed Name and Title of Person Signing Ted L. Roush, Superintendent of Schools

Address
1740 Ohio Avenue South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for School Board of District County or Charter School (or authorized designee)

Chairperson, Suwannee County School Board

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**BLENDED LEARNING COMMUNITY AGREEMENT**

**by and between**

**FLORIDA VIRTUAL SCHOOL**

**and**

**Suwannee County School Board**

This Blending Learning Community Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and the Suwannee County School Board ("District"), collectively referred to hereinafter as "the Parties."

**WHEREAS**, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's K-20 Education System; and

**WHEREAS**, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

**WHEREAS**, the District desires to utilize FLVS services within the Blended Learning Community ("BLC"), defined as a school whereby two (2) or more students are working on FLVS course(s), taught by an FLVS virtual instructor, in a learning location at a school with a dedicated facilitator; and

**WHEREAS**, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**INCORPORATION OF RECITALS**

The foregoing recitals are true, correct, and incorporated herein by reference.

**1. DEFINITIONS**

a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.

b) "Authorized Third Party" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties

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or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

c) "Authorized User" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.

d) "Billable Enrollment" means any student enrollment designated as "Classroom Assigned" or "Active" status in the FLVS Virtual School Administrator ("VSA") for a minimum of thirty (30) consecutive days or has achieved twenty percent (20%) completion in any status.

e) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.

f) "Confidential Information" means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

g) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.

h) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.

i) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

j) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the FLVS courses and course components.

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k) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).

l) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.

## 2. LICENSE GRANT

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

## 3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Billable Enrollment price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

**District hereby agrees to accept said BLC Agreement for**:

___X___ one (1) academic school year term, July 1, 2021 through June 30, 2022

_____ three (3) academic school year terms, July 1, 2021 through June 30, 2024

## 4. DISTRICT OBLIGATIONS

The District shall:

a) Complete an accurate and timely (pursuant to Section 7 of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.

b) Select academically appropriate courses by the dates set forth under Section 7 of this Agreement for the following enrollment periods.

- Fall: May 31 to September 1
- Spring: November 15 to January 31
- Summer: April 1 to June 1

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c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level).

d) Designate a BLC facilitator to monitor students and verify attendance.

e) Grant computer access to enrolled students, along with minimum technology required to utilize FLVS services[1].

f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.

g) Provide access to stakeholders involved in the success of the BLC for training and communications from FLVS.

h) Ensure parental notification of student's participation in the District BLC,

i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to section 1011.61, Florida Statutes, associated with enrollments.

j) Uphold and support the FLVS policies regarding Academic Integrity by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

## 5. FLVS OBLIGATIONS

FLVS shall provide to the District:

a) Appropriate training for the District BLC facilitator, including BLC support strategies.

b) Appropriate training for the District counselor(s) involved in the BLC.

c) Appropriate training for District administration related to the BLC.

d) A registration process specifically designed for BLC students.

e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.

f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

g) Evaluation and support of all members of the District BLC.

h) Progress monitoring tools at District, student, and school level.

i) Invoices for Billable Enrollments.

[1] Said minimum requirements are set forth at https://www.flvs.net/student-resources/system-requirements

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j) Data required for FTE reporting by the District to the Florida Department of Education.

6. **FEES AND PAYMENT**

FLVS will invoice the District no later than the twentieth (20th) day of the calendar month following the close of each billable enrollment period at $267.00 per half credit of each Billable Enrollment of the District. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. FLVS shall determine and advise the District regarding the start and end dates for each billable enrollment period of the District BLC. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

7. **NOTICE IN ADVANCE OF START DATE**

The District shall provide FLVS with notice regarding the number of seats needed for the District BLC. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District BLC start date as follows:

1. two (2) to twenty-nine (29) students no less than ten (10) days; and
2. thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
3. one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District BLC start date. Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District BLC start date, (2) students may be enrolled in the FLVS Flex program and any FTE sharing shall apply for students not enrolled in the District BLC, or (3) denial of future lab request(s).

8. **ACADEMIC INTEGRITY IN THE BLC**

To ensure the highest standards of academic integrity, FLVS instructors shall, (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database, (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments,

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and (5) convey incidents and consequences to the District BLC student(s) and facilitator(s).

District facilitators shall, (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage student to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

**9. TERMINATION**

This Agreement may be terminated by:

a) either party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other party not less than thirty (30) days prior to the effective date of such termination; or

b) written agreement executed by both Parties; or

c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5)-day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

d) the District at any time if FLVS, upon notice by the District and expiration of a ten-day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

**10. TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, District party, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to the other party prior to the end of the current term. In the event of a termination for convenience, District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties--by mutual written agreement--may extend the notice of termination period to one beyond the (thirty) 30-day notice

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period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

**11. BACKGROUND SCREENING**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who, (1) are to be permitted access to District's school grounds when students are present, (2) will have direct contact with District's students, or (3) have access or control of District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling District to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

**12. INTELLECTUAL PROPERTY RIGHTS**

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the

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Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

**13. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**14. SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

**15. DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including section 501.171 of the Florida Statutes. Upon knowledge of a data security breach, the breached party shall notify the other party immediately, and in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each party shall fully cooperate with the other

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regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

16. **E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

17. **THIRD PARTY REQUIREMENTS**

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

18. **WARRANTIES OF FLVS**

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license

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fees attributable to the returned product, prorated in accordance with the unused portion of the term.

**19. CONFIDENTIAL INFORMATION**

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

**20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES**

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

**21. ENGLISH LANGUAGE LEARNER STUDENTS**

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META

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Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

22. **PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.

b) Provide to each other, upon request and free of charge, a copy of each record which either party seeks to produce in response to a public records request.

c) Ensure that Agreement Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.

d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either party's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching party without penalty to them.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835, OR AT 407-513-3325, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING**

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**TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER, 1740 OHIO AVE. SOUTH, LIVE OAK, FL 32064 OR AT 386-647-4600 or vickie.depratter@suwannee.k12.fl.us**

23. RESERVATION OF SOVERIEGN IMMUNITY

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in section 768.28 of the Florida Statutes. Subject to and within the limitations of sections 163.01 and 768.28 of the Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768 of the Florida Statutes.

24. INDEMNIFICATION

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

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25. **FORCE MAJEURE**

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.

26. **DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS.

SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28 OF THE FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

27. **DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS**.

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EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE DISTRICT SPECIFIC LEGAL RIGHTS. DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**28. RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties. Neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other party.

**29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either party for having drafted or participated in the drafting of this Agreement.

**30. DESCRIPTIVE HEADINGS**

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

**31. BINDING EFFECT**

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

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## 32. NOTICES

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing directed to the following contacts:

**As to FLVS:**

Larry Banks, Senior Director of Partner Services
Florida Virtual School
2145 Metrocenter Boulevard, Suite 100
Orlando, FL 32835
Email: lbanks@flvs.net

With a copy to:
Office of General Counsel
Florida Virtual School
2145 Metrocenter Boulevard, Suite 100
Orlando, FL 32835

**As to the District:**

Ted L. Roush, Superintendent of Suwannee County School District
Address: 1740 Ohio Avenue South
City/State: Live Oak, FL 32064
Email: ted.roush@suwannee.k12.fl.us

With a copy to:
Name/Title: Leonard J. Dietzen, III
Rumberger Kirk P.A.
Address: P. O. Box 10507
City/State: Tallahassee, FL 32302 Email: ldietzen@rumberger.com

## 33. NO WAIVER

No delay or failure to act on the part of either party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either party unless it is agreed upon in a writing that is authorized and signed by the party against whom enforcement of such waiver is sought.

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**34. OPPORTUNITY TO CONSULT WITH COUNSEL**

Each party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

**35. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

**36. DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

**37. PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS the District from participating in similar activities with other public or private agencies, organizations, and individuals.

**38. SEVERABILITY**

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

**39. EXECUTION**

Each party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. This Agreement may be executed in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

**40. ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

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**WHEREFORE**, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

**FLORIDA VIRTUAL SCHOOL**

| By *(Authorized Signature)* | Date |
|---|---|
| | |

Printed Name and Title of Person Signing:

Louis Algaze, Ph.D., Chief Executive Officer

Address:

2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835

Approved as to legal form and sufficiency by:

FLVS General Counsel (or authorized designee)

**DISTRICT NAME:** Suwannee County School District

| By *(Authorized Signature)* | Date |
|---|---|
| | |

Printed Name and Title of Person Signing

Ted L. Roush, Superintendent of Schools

Address

1740 Ohio Avenue South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for School Board of District County or Charter School (or authorized designee)

Chairperson, Suwannee County School Board

INFO ONLY



~~Blended Learning Community~~

~~flvs~~ ~~SCSB 2021-52 (REVISED/RENEWAL^~~

~~MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

**flvs**

**BLENDED LEARNING COMMUNITY AGREEMENT**

**by and between**

**FLORIDA VIRTUAL SCHOOL**

**~~AND~~and**

**Suwannee County School Board**

This ~~2020-2021 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and~~ Blending Learning Community Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and the Suwannee County School Board ~~,~~("District"), collectively referred to hereinafter ~~referred to as School or District, and~~as "the Parties."

**WHEREAS,** FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's K-20 Education System; and

**WHEREAS,** the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

~~FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS. This Memorandum of Understanding shall include the following documents which are attached hereto and incorporated herein by reference: 1. Blended Learning Community Memorandum of Understanding, and 2. Appendix A Florida Services Additional Terms.~~

~~A. PURPOSE:~~

~~The purpose of this MOU is to form a relationship between the School /District and FLVS with the intent to ensure innovative learning solutions for all students~~ **WHEREAS,** the District desires to utilize FLVS services within the Blended Learning Community (~~BLC). A Blended Learning Community (BLC) is~~ "BLC"), defined as a school whereby two (2) or more students are working on ~~the~~ FLVS course(s), taught by an FLVS virtual instructor, in a learning location at a school with a dedicated facilitator~~. FLVS's goal is to provide the necessary teachers for each Blended Learning Community (BLC) commencing on the School's preferred start date. To accommodate your preferred start date and hire the necessary teachers, the School principal and/or authorized District Representative is required to sign this MOU no later than seven (7) days after document is received so that both parties~~

~~are in agreement of this commitment.~~; and

**WHEREAS**, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

**NOW, THEREFORE,** in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**INCORPORATION OF RECITALS**

~~a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.2.BLCs with 30-149 students will require 30 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.~~

~~1.~~

~~B. Notice in Advance of Start Date: To accommodate the School preferred start date and to hire the appropriate number of teachers, the following guidelines are in order:~~

~~BLCs with 2-29 students will require a minimum of 10 days advanced notice by submitting~~ The foregoing recitals are true, correct, and incorporated herein by reference.

**1. DEFINITIONS**

a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.

b) "Authorized Third Party" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties

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or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

c) "Authorized User" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.

d) "Billable Enrollment" means any student enrollment designated as "Classroom Assigned" or "Active" status in the FLVS Virtual School Administrator ("VSA") for a minimum of thirty (30) consecutive days or has achieved twenty percent (20%) completion in any status.

e) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.

f) "Confidential Information" means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

g) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.

h) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.

i) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

j) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the FLVS courses and course components.

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k) ~~3.BLCs with 150 plus students will require 60 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system,~~ "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA), ~~in order to provide the appropriate teachers by the preferred start date for the BLC.~~

~~4. A registration process specifically designed for BLCstudents.~~

~~5. Ongoing virtual and/or face-to-face support from a FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.~~

~~6. Highly qualified, state-certified instructors.~~

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~~7. Direct instruction using synchronous teaching methods.~~

~~8. Providing ongoing evaluation and support of all members of the Blended Learning Community.~~

~~9. Providing progress monitoring tools at student and school level.~~

~~10. Invoicing for applicable enrollments.~~

~~11. Providing data required for FTE reporting by District (as permitted by FDLE).~~

~~D. School District is responsible for providing:~~

~~C. FLVS is responsible for:~~

~~1. Training for the BLC school facilitator, including an emphasis on Blended Learning support strategies.~~

~~2. Training for the School Counselor(s).~~

~~3. Training for the District and School Administration.~~

l) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.

**2. LICENSE GRANT**

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

**3. TERM**

The term of this Agreement commences as of the date upon which it is fully executed by both

Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Billable Enrollment price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

**District hereby agrees to accept said BLC Agreement for:**

___X one (1) academic school year term, July 1,2021 through June 30, 2022

_____ three (3) academic school year terms, July 1, 2021 through June 30, 2024

**4. DISTRICT OBLIGATIONS**

The District shall:

a) ~~1.Accurate request for~~ Complete an accurate and timely (pursuant to Section 7 of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.

b) ~~2.Selecting~~ Select academically appropriate courses by ~~benchmark dates as stated above and within the~~ the dates set forth under Section 7 of this Agreement for the following enrollment ~~period:~~periods.

- ~~®~~ Fall: May 31 to September 1~~® Spring: November 15 to January 31 ® Summer: April 1 to June 1~~
- Spring: November 15 to January 31
- Summer: April 1 to June 1

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c) ~~3.~~Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level).~~Noncompliance will result in FTE reported by FLVS.~~

d) ~~4.Dedicated Blended Learning Community (BLC)~~ Designate a BLC facilitator to monitor students and verify attendance ~~does not have to be a certified Instructor~~.

e) ~~5.Student~~ Grant computer access ~~(4-6 hours each week per course) and other~~ to enrolled students, along with minimum technology required ~~as listed on the FLVS website at https://www.flvs.net/student-resources/system-requirements~~to utilize FLVS services[1].

f) ~~6.Two-way~~ Provide two-way long-distance communication access for FLVS Instructor - student phone calls.

g) ~~7.Access~~ Provide access to stakeholders involved in the success of the BLC for training and communications from FLVS.

h) ~~8.Parent's~~ Ensure parental notification of student's participation in the ~~Blended LearningCommunity.~~District BLC.

i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to section 1011.61, Florida Statutes, associated with enrollments.

~~9. Reporting and Collecting the FTE associated with these enrollments for the students.~~

j) ~~10.~~Uphold and support the FLVS policies regarding Academic Integrity by helping to

[1] Said minimum requirements are set forth at https://www.flvs.net/student-resources/system-requirements

minimize individual student violations and hold students accountable ~~that~~ who do not follow ~~AI policies.~~ FLVS and District policies relating to academic integrity.

**5. FLVS OBLIGATIONS**

FLVS shall provide to the District:

a) Appropriate training for the District BLC facilitator, including BLC support strategies.

b) Appropriate training for the District counselor(s) involved in the BLC.

c) Appropriate training for District administration related to the BLC.

~~E. Fees~~

~~FLVS will invoice the School district on the 30th day for each billable enrollment* within the Blended Learning Community at $267.00 per each half credit enrollment. School District shall pay the invoice within forty five~~

d) A registration process specifically designed for BLC students.

e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.

f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

g) Evaluation and support of all members of the District BLC.

h) Progress monitoring tools at District, student, and school level.

i) Invoices for Billable Enrollments.

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i) Data required for FTE reporting by the District to the Florida Department of Education.

6. FEES AND PAYMENT

(45FLVS will invoice the District no later than the twentieth (20th) day of the calendar month following the close of each billable enrollment period at $267.00 per half credit of each Billable Enrollment of the District. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. FLVS shall determine and advise the District regarding the start and end dates for each billable enrollment period of the District BLC. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

7. NOTICE IN ADVANCE OF START DATE

The District shall provide FLVS with notice regarding the number of seats needed for the District BLC. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District BLC start date as follows:

1. two (2) to twenty-nine (29) students no less than ten (10) days; and
2. thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
3. one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District BLC start date. Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District BLC start date, (2) students may be enrolled in the FLVS Flex program and any FTE sharing shall apply for students not enrolled in the District BLC, or (3) denial of future lab request(s).

~~1. **Billable Enrollments:** Any enrollments* in Classroom Assigned (CA) or Active (A) status in VSA for a minimum of 30 consecutive days or 20% complete in any status; FLVS will bill the school/district for the student, regardless of the student's status upon receipt of invoice.~~
~~*Segment 2 enrollments of a full credit course will become billable once enrollments are either 20% complete or have been in CA or A status for at least 30 calendar days of second semesterstart.~~

~~Second Semester for the designated School or District begins on JANUARY 5, 2021 .~~

~~2. **Invoice Schedule:** District will be invoiced for each billable enrollment Classroom Assigned or Active in VSA for 30 consecutive days or 20% complete in any status (on or near: mid-October, mid-February, and mid-June). FLVS will bill the school/district for the student, regardless of the student's status upon receipt of the invoice.~~

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| ~~Cycle~~ | ~~Enrollment Data Date Range~~ | ~~Invoice Sent~~ |
|---|---|---|
| ~~Cycle 1~~ | ~~July - October~~ | ~~Mid-November~~ |
| ~~Cycle 2~~ | ~~November - February~~ | ~~Mid-March~~ |
| ~~Cycle 3~~ | ~~March - June~~ | ~~End of June~~ |
| ~~Cycle 4~~ | ~~True-up/Enrollments not captured in previous cycle~~ | ~~Mid-July~~ |

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~~3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.~~

~~**Billing Contact Personnel:**~~

| ~~School or District~~ | ~~Florida Virtual School~~ |
|---|---|
| ~~Name: Mary Ann Chaney~~ | ~~Name: Carmen Brehoi~~ |
| ~~School/District Address: 1740 Ohio Ave S, Live Oak, FL 32064~~ | ~~Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835~~ |
| ~~Email: mary. chaney@suwannee. kl 2. f 1. us~~ | ~~Email: cbrehoi(®flvs.net~~ |
| ~~Telephone No.: 386-647-4627~~ | ~~Telephone No.: 407-513-3615~~ |

~~F. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN ONE OR MORE OF THE CONSEQUENCES BELOW:~~

~~1. Delayed start date.~~
~~2. Students placed as traditional FLVS Flex Virtual Learning Lab (VLL) students.~~
~~3. Future lab request(s) may be denied.~~
~~4. Completed students' lists should be submitted no later than one (1) month from BLC start date; otherwise student will be enrolled as Flex, and the FTE sharing will apply for enrollments not tagged as BLC.~~

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

8. ~~1.~~ **ACADEMIC INTEGRITY IN THE BLC.** ~~**Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.**~~

~~**Instructors will:**~~

- ~~Act as a resource for student questions.~~
- ~~Submit~~ To ensure the highest standards of academic integrity, FLVS instructors shall, (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database., (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments.



- ~~Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel.~~
- ~~Verify student mastery of content through Discussion-Based Assessments and authentic assessments.~~

~~Convey~~ and (5) convey incidents and consequences to the ~~student~~ District BLC student(s) and facilitator.(s).

- ~~Require that students protect their password information and coursework.~~
- ~~Protect students' user names, passwords, and other private information.~~
- ~~Adjust seating arrangements to help promote students' integrity.~~

~~**Facilitators will:**~~

- ~~Provide supervision through close proximity while circulating the lab.~~
- ~~Encourage students to seek support from FLVS Instructors.~~
- ~~Encourage student to seek support from the facilitator.~~
- ~~Discourage inappropriate collaboration of students.~~

~~®~~ Ensure District facilitators shall, (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage student to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same ~~FLVScoursework.~~FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate ~~Communicate~~ with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

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~~2. MODIFICATION: Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.~~

~~3. PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations and individuals.~~

~~4. MAIN POINT OF CONTACT: Contact your District Relations Manager (https://flvs.net/florida-school-solutions/contacts) with questions concerning this Agreement. The main point of contact for this instrument is:~~

**School Authorized Official:**

X_____

Signing here acknowledges desired LAB participation.

~~Ted L. Roush, Superintendent of Schools~~

~~5. COMPLIANCE: The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.~~

~~6. COMMENCEMENT/EXPIRATION DATE: This Agreement is executed as of the date of last signature and is effective through **6/30/2021** at which time it will expire unless extended by mutual written agreement of both parties. Classes will begin in August 2020 for the 2020-2021 school year.~~

~~**(Signature on the Following Page)**~~

Florida School District BLC

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~~7. LIABILITIES: It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its own negligent acts or omissions and those of its officers, employees, and agents, to the extent allowed by their respective state laws.~~

~~8. CONFIDENTIALITY OF STUDENT RECORDS~~

~~FLVS understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. FLVS further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. FLVS shall regard all student information as confidential and will not disclose the student information to any third party.~~

~~9. PUBLIC RECORDS~~

~~Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored~~

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~~electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.~~

~~IF THE EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL, CustodianofRecords@flvs.net. OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BIVD., SUITE 100, ORLANDO, FL 32835.~~

**9. TERMINATION**

This Agreement may be terminated by:

a) either party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other party not less than thirty (30) days prior to the effective date of such termination; or

b) written agreement executed by both Parties; or

c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5)- day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

d) the District at any time if FLVS, upon notice by the District and expiration of a ten- day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

**10. TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, ~~School~~District party, ~~a school district and governmental entity,~~ may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to ~~FLVS~~the other party prior to the end of the current term. In the event of a termination for convenience, ~~School~~ District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the ~~parties by~~ Parties--by mutual written ~~agreement may~~ agreement- -may extend the notice of termination period to one beyond the (thirty) 30-day notice



period prescribed herein to ensure completion of services ~~by vendor~~ and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

~~11. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY IS MAKING A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~

~~12. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political~~

~~subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.~~

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

Chairperson, Suwannee County School Board

~~FOR: School or District:~~

**Name and Title:**
Ted L. Roush, Superintendent of Schools

~~Date:~~ ~~juimoto~~

~~FOR: FLORIDA VIRTUAL SCHOOL~~

~~7/14/2020~~
~~Date:~~

~~Louis J. Algaze, Ph.D. Executive Director & CEO~~

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## ~~Appendix A~~

### ~~Florida Services Additional Terms~~

~~This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Blended Learning Community Memorandum of Understanding, these Additional Terms shall control.~~

~~1. DEFINITIONS. All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:~~
~~1.1 "Affiliate" shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.~~
~~1.2 "Agreement" shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).~~
~~1.3 "Customer" shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.~~
~~1.4 "Licensed Product" shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.~~

**11. BACKGROUND SCREENING**

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~~flvs~~ FLVS agrees to comply with all requirements of Sections 1

All FLVS ~~FLORIDA VIRTUAL SCHOOL~~ personnel who, (1) are to be permitted access to by _____ are present, (2) will have direct contact with District's stu

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District's funds, shall successfully complete the backgrour

Rumberger, Kir L & Caldwell. PA ^ Suwannee Sendol Board Attorney"

statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling District to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

## 12. INTELLECTUAL PROPERTY RIGHTS

~~2.Intellectual Property Rights. Customer~~ The District acknowledges and agrees that all ~~courses,~~ FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to ~~Customer~~ the District pursuant to ~~the~~ this Agreement are protected ~~by~~ via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary ~~rights and~~ laws and/or regulations, and FLVS ~~(or its Affiliates or licensors) owns~~ retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

~~Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to~~ Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, ~~rent~~lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create ~~derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS' (or its Affiliates' or licensors') rights in the Works.~~ the Works or any other component of the

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~~Customer agrees not to~~ Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works ~~(or any portion thereof)~~; (b) transfer, assign, distribute, ~~lend,~~ rent, sell, ~~transfer~~, or grant sublicenses to, or otherwise make available the Works ~~(or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through~~

~~resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing~~or any element thereof to any third parties; (c) embed or incorporate in any manner the Works ~~(~~or any element thereof~~)~~ into other applications ~~of Customer or third parties~~or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of ~~any applicable law, rule,~~ this any state or federal law or regulation~~, including any export/import laws~~ applicable to the terms of this Agreement or the Licensed Materials; (e) ~~in any way~~ access, use, or copy any portion of the Works (including ~~the~~ any component of its logic ~~and/or~~, structure, and architecture ~~thereof and any trade secrets included therein) to directly or indirectly~~) to develop, promote, distribute, sell, or support any other product or service ~~that is competitive with the Works~~; or (f) remove, obscure, or alter any FLVS symbol, copyright ~~notices or any~~ notice, mark, name, logo, tagline, or other similar designation ~~of FLVS or its Affiliates~~ displayed on or through any portion of the Works.

~~Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.~~

~~3. INDEMNIFICATION. To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.~~

~~4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.~~

~~**4.1 Limited Warranty.** FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such~~

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~~notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.~~

~~**4.2 Warranty Period.** The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.~~

~~**4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.**~~

~~EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.~~

~~**4.4 LIMITATION OF LIABILITY.** NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER. IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT ANY AMOUNT OF RECOVERY TO WHICH CUSTOMER MAY BE DEEMED ENTITLED SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE~~

~~LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.~~

~~5. THIRD PARTY REQUIREMENTS. Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third-party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows: 5.1National Collegiate Athletic Association ("NCAA"). The~~

**13. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPRA")**

The District shall be responsible for ensuring full compliance with COPRA and all rules promulgated thereunder.

**14. SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

**15. DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including section 501.171 of the Florida Statutes. Upon knowledge of a data security breach, the breached party shall notify the other party immediately, and in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each party shall fully cooperate with the other



regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

**16. E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

**17. THIRD PARTY REQUIREMENTS**

~~NCAA~~ The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. ~~FLVS offers a variety of free, fully accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at https://web3.ncaa.org/hsportal/exec/hsAction?hsActionSubmit=searchHighSchool. Customer~~ The District accepts responsibility for these criteria to the extent that ~~Customer~~ it uses ~~any~~ the Licensed ~~Product~~ Materials for

students who desire to meet NCAA eligibility criteria. ~~To ensure that NCAA eligibility for student athletes is not compromised~~Similarly, ~~Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.~~the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

## 18. WARRANTIES OF FLVS

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license



fees attributable to the returned product, prorated in accordance with the unused portion of the term.

## 19. CONFIDENTIAL INFORMATION

~~5.2 Advanced Placement ("AP") Courses. Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.~~

~~6. COMPLIANCE WITH LAWS~~

~~6.1 In General. Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.~~

~~6.2 Children's Online Privacy Protection Act ("COPPA").~~
~~Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.~~

~~6.3Confidential Student Information. For the purposes of the~~ To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of ~~the~~ this Agreement and for no other purpose. Upon the

termination or expiration of ~~the~~ this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law~~, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information~~.

As FLVS ~~will be receiving student information~~ may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

~~Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by tHT'Q FLORIDA VIRTUAL 11VO SCHOOL FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.~~

~~6.4 **Accommodations.** Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.~~

~~**(a) Students with Disabilities.** To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.~~

## 20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make

any associated modifications to the Licensed Materials.

## 21. ENGLISH LANGUAGE LEARNER STUDENTS

~~(b)English Language Learner Students. To the extent required by law, Customer~~ The District is responsible for providing appropriate equal access ~~and~~ to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META~~Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.(c) Individual Education Plans. To the extent required by law, Customer~~

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Consent Decree and other federal and state laws and

~~is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.~~ ~~6.5 Data/Security Breach.~~ ~~The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.~~

~~6.6 Background Screening.~~ ~~As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.~~

~~7. Third Party Rights.~~ ~~Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.~~

regulations in connection with its use and implementation of the Licensed Materials.

**22. PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.

b) Provide to each other, upon request and free of charge, a copy of each record which either party seeks to produce in response to a public records request.

c) Ensure that Agreement Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.

d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either party's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching party without penalty to them.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835, OR AT 407-513-3325, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING**

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TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER, 1740 OHIO AVE. SOUTH, LIVE OAK, FL 32064 OR AT 386-647-4600 or vickie.depratter@suwannee.k12.fl.us

23. RESERVATION OF SOVERIEGN IMMUNITY

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in section 768.28 of the Florida Statutes. Subject to and within the limitations of sections 163.01 and 768.28 of the Florida Statutes. FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either party to waive the monetary limitations (/.e., "statutory caps") of liability set forth in Chapters 163 and 768 of the Florida Statutes.

24. INDEMNIFICATION

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

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25. **FORCE MAJEURE**

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.

26. **DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS. SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28 OF THE FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

27. **DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.**

flvs

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT

NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE DISTRICT SPECIFIC LEGAL RIGHTS. DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**28. RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties. Neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other party.

**29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either party for having drafted or participated in the drafting of this Agreement.

**30. DESCRIPTIVE HEADINGS**

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

**31. BINDING EFFECT**

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

**flvs 32. NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing directed to the following contacts:

**As to FLVS:**

Larry Banks, Senior Director of Partner Services
Florida Virtual School
2145 Metrocenter Boulevard, Suite 100
Orlando, FL 32835
Email: lbanks@flvs.net

With a copy to:
Office of General Counsel Florida Virtual
School 2145 Metrocenter Boulevard, Suite 100
Orlando, FL 32835

**As to the District:**

Ted L. Roush, Superintendent of Suwannee County
School District Address: 1740 Ohio Avenue South
City/State: Live Oak, FL 32064 Email:
ted.roush@suwannee.k12.fl.us

With a copy to:
Name/Title: Leonard J. Dietzen, III
Rumberger Kirk P.A.
Address: P.O. Box 10507
City/State: Tallahassee, FL 32302 Email: ldietzen@rumberger.com

33. **NO WAIVER**

No delay or failure to act on the part of either party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either party unless it is agreed upon in a writing that is authorized and signed by the party against whom enforcement of such waiver is sought.

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34. OPPORTUNITY TO CONSULT WITH COUNSEL

Each party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

35. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

36. DISPUTE RESOLUTION

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

37. PARTICIPATION IN SIMILAR ACTIVITIES

This Agreement in no way restricts FLVS the District from participating in similar activities with other public or private agencies, organizations, and individuals.

38. SEVERABILITY

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

39. EXECUTION

Each party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. This Agreement may be executed in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

40. ENTIRE AGREEMENT

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

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**WHEREFORE**, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated

through each of their authorized representatives/signatories below:

| **FLORIDA VIRTUAL SCHOOL** | |
|---|---|
| By *(Authorized Signature)* | Date |
| Printed Name and Title of Person Signing:<br>Louis Algaze, Ph.D., Chief Executive Officer | |
| Address:<br>2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835 | |

Approved as to legal form and sufficiency by:

FLVS General Counsel (or authorized designee)

| **DISTRICT NAME:** Suwannee County School District | |
|---|---|
| By *(Authorized Signature)* | Date |
| Printed Name and Title of Person Signing Ted L. Roush, Superintendent of Schools | |

Address

1740 Ohio Avenue South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for School Board of District County or Charter School (or authorized designee)

Chairperson, Suwannee County School Board

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# 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:** May 12, 2021

**RE:** Human Resources Transactions for May 25, 2021, Regular 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 Resources Transactions**
**May 25, 2021**

**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 2020-2021 SCHOOL YEAR:**

**RETIREMENTS: INSTRUCTIONAL: (*Presented for information purposes only*)**

Suwannee Riverside Elementary:
Robbin Chapman, Teacher, effective July 29, 2021 *(Amended from the July 28, 2020 Agenda)*

**RESIGNATIONS: INSTRUCTIONAL: (*Presented for information purposes only*)**

Branford High School:
Courtney Renee Jernigan, Teacher, effective July 1, 2021

Suwannee High School:
Holly Gamble, Teacher, effective May 18, 2021

Malcolm Pollock, Teacher, effective June 1, 2021

**RECOMMENDATIONS: INSTRUCTIONAL:**

Suwannee High School:
Rebecca Futch, Teacher, Non-Certificated, effective August 3, 2021
REPLACES: Holly Gamble

Suwannee Middle School:
Joseph Gaddy, Teacher, effective May 3, 2021
REPLACES: Lynda Owens

Nicole Jackson, Guidance Counselor 11 months, effective July 26, 2021
REPLACES: Laura Kaitlyn Boatright

**TRANSFERS/REASSIGNMENTS:**

| NAME | FROM: SITE/POSITION | TO: SITE/POSITION | EFFECTIVE | REPLACES |
|---|---|---|---|---|
| Emily Blackmon | Suwannee Riverside Elem. Teacher | Branford Elementary Teacher | August 3, 2021 | James Kite |

| | | | | |
|---|---|---|---|---|
| Marcia Boatright | Branford High School Teacher | Suwannee Riverside Elem. Media Specialist | August 3, 2021 | Lawanna Zimmerman |
| Karen Braun | Suwannee High School Security Guard | Suwannee High School Teacher | August 3, 2021 | James Sellers |
| Mary Kinard | Suwannee Springcrest Elem. Teacher | Suwannee Middle School Teacher | August 3, 2021 | Elizabeth Mitchell |
| Kevin Lewis | Suwannee Middle School Teacher | Suwannee High School Teacher | August 3, 2021 | Kate Bromley |

| **MENTOR** | **MENTEE** | **SCHOOL** |
|---|---|---|
| William McClendon | Colleen Heeney | Branford High School |
| Angela Hicks | Kayla Williamson | Suwannee Middle School |
| *Angela Hester | Jasmine Marrero | Suwannee Middle School |

**Amended from the March 23, 2021 agenda*

**SUPPLEMENTARY:**

| Employee Name | Position | Location |
|---|---|---|
| Tony Bates | Assistant Softball Coach Middle School | Branford High School |
| Timothy Smith | Head Junior Varsity Softball Coach | Suwannee High School |
| Benjamin Thomas | Head Boys' Tennis Coach | Suwannee High School |
| Christopher Tomlinson | Assistant Varsity Baseball Coach | Branford High School |
| Abby Warren | Planning Period Supplement (1st Semester Only) | Branford High School |

**RETIREMENTS: NON-INSTRUCTIONAL/SCHOOL RELATED: (*Presented for information purposes only*)**

Suwannee Middle School:
Goldie Fralick, Nurse, effective July 29, 2021 (*Amended from the February 23, 2021 Agenda)*

Suwannee Springcrest Elementary:
Clifford Shearer, Custodian, effective April 27, 2021 *(Amended from the April 27, 2021 Agenda*)

**RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED: (*Presented for information purposes only*)**

Branford Elementary School:
Chelsea Jones, Custodian, (Temporary, COVID-19 Sanitizer) effective April 15, 2021

Suwannee High School:
Liana Godbold, Paraprofessional, effective May 28, 2021

Suwannee Riverside Elementary:
Stacy Ray, Custodian, effective May 4, 2021

Transportation:
Kathy Laschanzky, Bus Driver, effective April 16, 2021

Amber Mathis, Bus Driver, effective April 16, 2021

Ashley Wildman, Bus Driver, effective May 5, 2021

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Suwannee High School:
Carla Blalock, Secretary, effective June 21, 2021
REPLACES: Kathy Aukerman

Suwannee Pineview Elementary:
Sasharine Richardson, Head Custodian, effective May 11, 2021
REPLACES: Vernita Reed

Suwannee Riverside Elementary:
Mariah Shearer, 6 Hour Food Service, effective May 3, 2021
REPLACES: Brenda Cooks

Suwannee Springcrest Elementary:
Shawn Reed, Custodian, effective May 14, 2021
REPLACES: Clifford Shearer

**TRANSFERS/REASSIGNMENTS:**

| NAME | FROM: SITE/POSITION | TO: SITE/POSITION | EFFECTIVE | REPLACES |
|---|---|---|---|---|
| Kelly McManaway | Suwannee Riverside Elem. Paraprofessional | Suwannee High School Paraprofessional | August 3, 2021 | Jan Schenck |

**LEAVE OF ABSENCE (FAMILY MEDICAL LEAVE):**

Transportation:
Scott Koehn, Mechanic, effective February 15, 2021 through May 13, 2021.
*(With the option to return sooner if released by her doctor)*

**LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):**

Suwannee Springcrest Elementary:
Clifford Shearer, Custodian, March 1, 2021 (3 hours), March 5, 2021 (1 hour), March 15, 2021 (3 hours), March 25, 2021 (2 hours), and April 26, 2021 (8 hours) for a total of 17 hours

**LEAVE OF ABSENCE (MEDICAL):**

Suwannee Riverside Elementary:
Jody Ellison, Custodian, effective May 13, 2021 through June 18, 2021
*(Extended from the March agenda)*

Transportation:
Kiara Janosh, Bus Driver, effective March 15, 2021 through May 14, 2021

**MISCELLANEOUS:**

Approval for the following to work additional hours for Pre-K Extended Day Program:

Jennifer Stevens Emilee Cannon Taelyn Smith

**STUDENT WORKER:**

The following to serve as a Student Worker at RIVEROAK Technical College – Medical Administrative Specialist:

Rebecca Phillips

**SUBSTITUTES:**

The following to serve as Substitute Bus Drivers:

Sharna Blanco Kelly Bradow Michael Gamble

**VOLUNTEERS:**

Amanda Allen
Jennifer Allender
Bruce Arnold
Jedidiah Seth Arnold
Samuel Arnold
Ashley Ballou
Elizabeth Barnes
Lauren Barnett
Kristina Barrera
Donna Boatright
Jerica Bower
Terry Brannon
Patricia Brantley
Delilah Bray
Lindsey Bricker
Crystal Brown
Cason Burnett
Sylvia A Burnham
Sylvia J Burnham
Teresa Burt
Debra Byrd
Erica Daies
Crystal Davenport
Sara Davis
Michelle Dempsey
Bradley Dicks
Lynsee Dicks
Dana Dryden
Heather Duncan
Catherine Dunmoyer
Elizabeth Durrance
Maggie Evans
Brittney Gabey
Courtnie Gardner
Kenneth Golding
Ciera Grisson
Hailey Hall
Christa Harris
Tiffany Harris
Debra Hatch
Raymond Hodge
Tanya Jernigan
Deborah Johns
Kristin Johnson-Toukonen
Keith Jones
Tina Jones
Jessica Kelly
Amanda Kilgore
Sean Kolovitz
Riley Mace
Syler Martin
Thomas Martin
Ivan Martinez
Kelsey McCormick
Rebekah Mercer
Jennifer Mikell
Crystal Mindedahl
Cheryl Moore
Jonathon Mosley
Konstantinos Nahabetian
Charity Nasworthy
Norma Nealon
Chelsea Novoa
Patrick Osborne
Amy Parker
Joshua Parker
Rebecca Prescott
Zulema Quiterio
Kristan Rehkop
Maybel Rios
Kimberly Rizer
Barbara Roberts
Erin Roberts
Jenni Roberts
Lisa Roberts
Cynthia Schiller
Meranda Scott
Katherine Seebach

| | | |
|---|---|---|
| Cheri Sexton | Christopher Taylor | Christina Ward |
| Kristen Shaw | Kimberly Taylor | Kathrine Watkins |
| Darian Simmons | Sarah Thormodson | Amanda Weenick |
| Chase Smith | Anthony Townsend | Deborah Weenick |
| Helen Snider | Brenda Valdez | Shannon Whittle |
| Mary Spin | Yomaris Vega | Beverly Williams |
| Shawnae Summerfield | Andrea Walker | |

**End of List**
**2020-2021**
**School Year**

**SUMMER TERM 2020-2021:**

**RECOMMENDATIONS: INSTRUCTIONAL:**

Approval of the following Guidance Counselors/Teacher to work up to an additional 50 hours during the months of June and July, paid by Federal Programs (Title V)

| NAME | LOCATION |
|---|---|
| Brooke Cox-Knowles | Suwannee Opportunity/Virtual Schools |
| Leah Harrell | Branford High School |
| Misty Herring | Suwannee Middle School |

Approval of the following Coordinators to work additional hours during the months of June and July, paid by Federal Programs (Title II)

| NAME | HOURS |
|---|---|
| Keith Stavig | Up to 120 hours |
| Kelli Williams | Up to 120 hours |
| James Wilson | Up to 80 hours |

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Approval for the following to work up to 12 additional hours for Pre-K registration/enrollment from July 26, 2021 through July 29, 2021

| NAME | LOCATION |
|---|---|
| Tresca Anderson | Suwannee Riverside Elementary |
| Tara Brock | Suwannee Springcrest Elementary |
| Kelly Davidson | Branford Elementary |
| Traci Davis | Suwannee Pineview Elementary |
| LaDonna Holmes | RIVEROAK Technical College |
| Cara Howard | Branford Elementary |
| Laritta Hunter | Suwannee Springcrest Elementary |
| Amanda Kiser | Suwannee Pineview Elementary |
| Brittany Lock | Suwannee Riverside Elementary |

| | |
|---|---|
| Holly Marsee | Suwannee Springcrest Elementary |
| Nicole Poole | Suwannee Riverside Elementary |
| Dora Townsend | Suwannee Pineview Elementary |
| Elizabeth Vann | Suwannee Riverside Elementary |
| Jessica Wagner | Branford Elementary |
| Deanna Yott | Suwannee Riverside Elementary |

Approval for the following to work up to 16 additional hours, completing IEP's for newly staffed Pre-K students:

Holly Marsee

Approval for the following to work as Summer Day Laborers:

Facilities Department:

| | | |
|---|---|---|
| Bryan Bailey | Matthew Jenkins | Tommy Taylor |
| Garrison Beach | Hunter Merola | Tyree Taylor |
| Alan Bonds | Benjamin Monroe | Timothy Touchton |
| Kellen Fortner | Clay Murray | Matthew Warren |
| Tyrece Freeman | Mason Poole | |
| Ethan Harrell | Waylon Poole | |
| Blaine Howard | John Sinclair | |

Food Service:

Approval for the following to work in Summer Food Service Program as Managers:

Katrina Johnson Janice Lee

Approval for the following to work as Food Service Workers:

| | | |
|---|---|---|
| Sharlie Bailey | Gloria Presley | William Yates |
| Diane Chavez | Uriel Ramirez | Kelly Wiggins |
| Wendy Jones | Mariah Shearer | |

Approval for the following to work as Substitute Food Service Workers:

Daisy Couture Edith Underwood

Approval for the following to work as Food Service Monitor:

Teresa Brannan

**End of Summer Term List**
**2020-2021**
**School Year**

**RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:**

**CONTRACT RECOMMENDATIONS:**

**ANNUAL INSTRUCTIONAL CONTRACTS:**

Branford Elementary School:

| | |
|---|---|
| Emily Blackmon | 10 |
| Lyndsey Browning | 10 |
| Amanda Clark | 10 |
| Lynsee Dicks | 10 |
| Lisa Flowers | 10 |
| Kimberley Garrett | 10 |
| Jacqueline Glover | 10 |
| Sabrina Harrell | 10 |
| Melinda Hawthorne | 10 |
| Amanda Hayes | 10 |
| Tina Hayes | 10 |
| Caron Heffner | 10 |
| Rhoshonda Herring | 10 |
| Mandi Howard | 10 |
| Victoria Jensen | 10 |
| Priscilla Jones | 10 |
| Miranda Joy Walker | 10 |
| Charlena Lori Land | 10 |
| Katee O'Quinn | 10 |
| Jennifer Richer | 10 |
| Jessica Wagner | 10 |
| Margaret Williams | 11 |

Branford High School:

| | |
|---|---|
| Jeffry Boatright | 10 |
| Darryl S. Cannon | 10 |
| Erin Cannon | 10 |
| Pamela Christy | 10 |
| Erin Clark | 10 |
| Timothy Clark | 12 |
| Carlos Diaz | 10 |
| Anne Etcher | 10 |
| Leah Harrell | 11 |
| Colleen Heeney | 10 |
| Monica Jackson | 10 |
| Shannon Jernigan | 10 |
| William McClendon | 10 |
| Joshua McInnis | 10 |
| Fred O'Quinn | 12 |
| Alicia Poole | 12 |
| Emilee Rains | 10 |

| | |
|---|---|
| Maria Rodriguez | 10 |
| Sergio Rodriguez | 10 |
| Michele Roundtree | 10 |
| Mendy Sikes | 10 |
| Deanna Simpson | 10 |
| Cara Soride | 10 |
| Misty Ward | 10 |
| Abbey Warren | 10 |
| Matthew Yancey | 10 |
| | |
| RIVEROAK Technical College: | |
| Cynthia Frye | 10 |
| Lydia Mendoza | 10 |
| Patricia Sullivan | 10 |
| Jeremy Ulmer | 10 |
| | |
| Student Services: | |
| Michelle Adams | 10 |
| Dee Dee Cathcart | 10 |
| Kendra Crews | 10 |
| Deborah Godbold | 11 |
| Abigail Hill | 11 |
| Kelly Jackson | 10 |
| Lisa Pennington | 11 |
| Alyssa Sullivan | 10 |
| Stacie Swartz | 10 |
| Rowna Valin | 10 |
| Lacey Van Etta | 10 |
| | |
| Suwannee High School: | |
| Frank Allen | 10 |
| Barbara Barker | 10 |
| Kary Black | 10 |
| Karen Braun | 10 |
| Michael Braun | 12 |
| Brian Bullock | 10 |
| Isaac Chandler | 10 |
| Perry Davis | 10 |
| Patrick Dawson | 12 |
| Sherry Dean | 10 |
| Alexander Franklin | 11 |
| **Rebecca Futch | 10 |
| Alexander Gonzalez | 10 |
| Melinda Carson-Griffith | 12 |
| Matthew Grillo | 10 |
| Chantal Gustavson | 10 |
| Elisa Hall | 10 |
| Kyler Hall | 12 |

| | |
|---|---|
| Cletia Hamby | 10 |
| Lillian Henderson | 10 |
| Frank Hufty | 10 |
| Jerry Jay Jolicoeur | 10 |
| Debra Kleinsmith | 12 |
| Kevin Lewis | 10 |
| Daniel Marsee | 10 |
| Trista Wright Morales | 10 |
| Stephen D. Morgan | 10 |
| Katheryn Quincey | 12 |
| Melanie Roberts | 10 |
| Brittney Shearer | 10 |
| Benjamin Thomas | 10 |
| **Traci Thompson | 10 |
| Suzanne Tillman | 10 |
| Travis Tuten | 12 |
| Jenny White | 10 |
| Amy Yarick | 10 |

** *Non-Certificated*

Suwannee Middle School:

| | |
|---|---|
| Rachel Adams | 10 |
| Kathryn Bower | 10 |
| Andrew Chapman | 10 |
| Joseph Gaddy | 10 |
| Darace Hahn | 10 |
| Brantly Helvenston | 10 |
| Cristina Herrington | 10 |
| Logan Hurst | 10 |
| **January Jernigan | 10 |
| Deadre Jolicoeur | 10 |
| Mary Kinard | 10 |
| Stephanie Land | 10 |
| Marie Mace | 10 |
| Jazmine Marrero Guerra | 10 |
| Jennifer Neely | 10 |
| Tammy Neil | 10 |
| Danielle Ovando | 10 |
| Ashton Petersen | 10 |
| Robert Phillips | 10 |
| Susan Ratliff | 10 |
| Daniel Skelly | 10 |
| Phoebe Solek | 10 |
| Seth Stebbins | 10 |
| Lorena Urban | 10 |
| Kayla Williamson | 10 |

** *Non-Certificated*

| | |
|---|---|
| Suwannee Opportunity School: | |
| Mark Beach | 10 |
| Justin Bruce | 10 |
| Donna Jean Riegel | 10 |
| Brooklyn Ross | 10 |
| | |
| Suwannee Pineview Elementary-Innovation: | |
| Evelyn Arnold | 10 |
| Kaycie Blanton Kinsey | 10 |
| Livesay Boggus | 10 |
| Julia Davidson | 10 |
| Rosa Davis | 10 |
| Emily Goss | 10 |
| Meri Harrell | 10 |
| Pamela Hendrick | 10 |
| Hannah Hicks | 10 |
| Jennifer Hitt | 10 |
| Ellena Huston | 10 |
| Ciera Keen | 10 |
| Krystal Fletcher | 10 |
| Susan M. Mowry | 10 |
| Sean Oliver | 10 |
| Kelly Parker | 10 |
| Kelly Pennington | 10 |
| Phyllis Smith (*Recommended through September 3, 2021*) | 10 |
| | |
| Suwannee Riverside Elementary-Arts: | |
| Katrina Armstead | 10 |
| Tammy Atkinson | 10 |
| Summer Bell | 10 |
| Melissa Bozeman | 10 |
| Chelsea Burgess | 10 |
| Jamie Cato | 10 |
| Robbin Chapman *(Recommended through July 28, 2021)* | 10 |
| Cheri Copeland | 10 |
| Krystal Cundiff | 10 |
| Kiara Davis | 10 |
| Abby Fleming | 10 |
| Tammy Flowers | 10 |
| Danielle Gay | 10 |
| Diane Hale | 10 |
| Brandi Hart | 10 |
| Susan Helvenston | 10 |
| Patrick Jernigan | 10 |
| Michelle Jessup | 10 |
| Hannah Johnson | 10 |
| Hannah Moreno | 10 |
| Charis Parker | 10 |

| | |
|---|---|
| Takesha Patrick | 10 |
| Skyler Phillips | 10 |
| Stephanee Phillips | 10 |
| Elizabeth Rang | 10 |
| Stephanie Reid | 10 |
| Christina Sparkman | 10 |
| Elizabeth Vann | 10 |
| Joanne Wimberley | 10 |
| Lawanna Zimmerman | 10 |

Suwannee Springcrest Elementary-Leadership:

| | |
|---|---|
| Joann Barton | 10 |
| Ashley Broughton | 10 |
| Brittany Broughton | 10 |
| Keith Cherry | 10 |
| Megan Collins | 10 |
| Carolyn Javonne Day | 10 |
| Erin Driggers | 10 |
| Julie Griswold | 10 |
| Natalie Haney | 10 |
| Patricia Hines | 10 |
| Jenny McCook | 10 |
| Holly Marsee | 10 |
| Katey Melland | 10 |
| Kerry Melland | 10 |
| Emily Murphy | 10 |
| Audrey Peake | 10 |
| Debra Singletary | 11 |
| Darby Smith | 10 |
| Stacey Smith | 10 |
| Jennifer Stevens | 10 |
| Wendy Stevens *(Recommended through September 30, 2021)* | 10 |
| Marie Warren | 10 |

Suwannee Virtual School:

| | |
|---|---|
| Brooke Cox-Knowles | 10 |

## Professional Service Contract (Renewal):

Branford Elementary School:

| | |
|---|---|
| Amy Allen | 10 |
| Gary Barrs | 10 |
| Kimberly D. Cannon | 10 |
| Melissa Holtzclaw | 10 |
| Traci Kirby | 10 |
| Julie Klecka | 10 |
| Stephanie Knighton | 10 |

| | |
|---|---|
| Vera L. Knighton | 10 |
| Susan Mackin | 10 |
| Lynda McInnis | 10 |
| Denah F. Phillips | 10 |
| Kimberly Procko | 10 |
| Lindsey Ramsey | 10 |
| Tina Roush | 10 |
| Carla Suggs | 10 |
| Wynette L. Sumner | 10 |
| Jennifer Winnett | 10 |
| | |
| Branford High School: | |
| Bethany Byrd | 10 |
| Pamela Cassube | 10 |
| Julianna H. Dees | 10 |
| Lawanna Gaylard | 10 |
| Amanda R. Johnson | 10 |
| Karen Y. Koon | 10 |
| Stefani M. Santos | 10 |
| Janet Denise Stewart | 10 |
| Linda S. Whitley | 10 |
| Stacy Young | 12 |
| | |
| District Wide: | |
| Kimberly M. Thomas | 10 |
| | |
| RIVEROAK Technical College: | |
| Theresa Gill | 10 |
| Pamela A. Poole | 10 |
| William Ragan | 10 |
| | |
| Student Services: | |
| Patricia E. Brantley | 11 |
| Lynn Lawrence | 10 |
| Virginia L. Weaver | 11 |
| Tamara Williams | 11 |
| | |
| Suwannee High School: | |
| Harrison Ambrose | 10 |
| Nancy Aul | 10 |
| Neena Brown-Thomas | 10 |
| Tamara Burt | 10 |
| Darrell Curls | 10 |
| Benita Diggs | 10 |
| Terry Fillyaw | 10 |
| Jimmie Green | 10 |
| Traci H. Green | 10 |
| Amy C. Hendry | 10 |

| | |
|---|---|
| Cindi Hiers | 11 |
| Audrey L. Marshall | 10 |
| Paula McMillan | 10 |
| Vanessa B. Menhennett | 10 |
| Rebecca Monroe | 10 |
| Abigail Rodriguez | 10 |
| Eric Rodriguez | 10 |
| Michelle Thompson | 10 |
| Kimberly Tuvell | 10 |
| Cindy Wiggins | 12 |
| Vernon Wiggins | 10 |
| Karen K. Williams | 11 |
| Pamela P. Williams | 10 |
| Damon L. Wooley | 10 |

Suwannee Middle School:

| | |
|---|---|
| Melinda Ahrens | 10 |
| Alan R. Bonds | 10 |
| Robyn Bonds | 10 |
| Allison Brown | 10 |
| Deanna Burkett | 10 |
| Jennifer Byrd | 10 |
| Jennifer Campbell | 10 |
| Annette B. Chauncey | 10 |
| Heather Dean | 10 |
| Jean Eckhoff | 10 |
| Lesley D. Fry | 10 |
| Lisa W. Gray | 10 |
| Hetti J. Harry | 10 |
| Misty Shawn Herring | 11 |
| Angela Hicks | 10 |
| Deanna Horton | 10 |
| Amanda D. Hurst | 10 |
| Nicole Jackson | 11 |
| Tammie McKay | 10 |
| Lindy Meeks | 10 |
| Patrice Parker | 10 |
| Stephanie B. Sampson | 10 |
| Brad Scarborough | 10 |
| Canary S. Stephens | 10 |

Suwannee Opportunity School:

| | |
|---|---|
| Mary Johnson | 10 |

Suwannee Pineview Elementary-Innovation:

| | |
|---|---|
| Matthew Campbell | 10 |
| Rebecca L. Carter | 10 |
| Kristy D. Chauncey | 10 |

| | |
|---|---|
| Kimberly Hudson | 10 |
| Jessica Johnson | 10 |
| Connie N. Leavitt | 10 |
| Marjerian Lewis | 10 |
| Christina McCullers | 10 |
| Joyce D. McIntosh | 10 |
| Melissa N. McKire | 10 |
| Holly McMillan | 10 |
| Tamara Michal | 10 |
| Vickie Pagliai (*Recommended through September 30, 2021*) | 10 |
| Michelle Ona Robertson | 10 |
| Shannon White | 10 |
| Amy Williams | 10 |
| Ashlee Wooley | 10 |
| Jennifer Wooley | 11 |

Suwannee Riverside Elementary-Arts:

| | |
|---|---|
| Georgette H. Allbritton | 10 |
| Lauren Belcher | 10 |
| Marcia Boatright | 10 |
| Rhoda J. Crews | 10 |
| Kelly Driggers | 10 |
| Robyne Edwards | 10 |
| Leigh Ann Fountain | 10 |
| April Frye | 10 |
| Rhonda L. Furry | 10 |
| Staci Greaves | 10 |
| April Greene | 10 |
| Heidi O. Hunter | 10 |
| Herbert Hutchison | 10 |
| Janell Miracle | 10 |
| Kimberly M. Mott | 10 |
| Karen L. Patten *(Recommend thru July 31, 2021)* | 11 |
| Sharon G. Ragan | 10 |
| Mandy F. Ramsey | 10 |
| Laura Katherine Roberts | 10 |
| Stacey L. Skierski | 10 |
| Michele Turman | 10 |
| Kimberly Warren | 10 |

Suwannee Springcrest Elementary-Leadership:

| | |
|---|---|
| Jennifer Bonds | 10 |
| Victoria S. Carter | 10 |
| Jenny Clark | 10 |
| Shannon Daniel | 10 |
| Stephanie Gray | 10 |
| Candice Land | 10 |
| William McCullers | 10 |

| | |
|---|---|
| Catherine Nicely | 10 |
| Rebecca Reaves | 10 |
| Darlene Rice | 10 |
| Theda Roper | 10 |
| Sandra Winburn | 10 |

Suwannee Virtual School:

| | |
|---|---|
| Angela Hester | 10 |
| Melissa Francisco | 10 |

**CONTINUING CONTRACT**
(presented for information only)

Student Services Department:

| | |
|---|---|
| Kathy Smith | 12 |

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

The following contract and term status are granted as indicated below:
Job titles are 2021-2022 appointments and for placement on a salary schedule:

| Name | Position | Contract | Term |
|---|---|---|---|
| District Office: | | | |
| *Karen Bates | Payroll Supervisor | C | 12 |
| Melanie Buchanan | District Secretary | C | 12 |
| *Mary Chaney | Secretary/Textbook and Certification | C | 12 |
| *Sarah Chauncey | Personnel Specialist | C | 12 |
| *Leigh Fernald | Accounts Payable Specialist | C | 12 |
| *Cortney Flowers | Secretary, Administrative I | A | 12 |
| *Jillian Herron | Employee Benefits Specialist | C | 12 |
| Naela Jimenez | Pre-K Paraprofessional | C | 12 |
| *Teresa Jones | Employee Benefits Specialist | C | 12 |
| *Karen Lager | Secretary to the Superintendent | C | 12 |
| *Erika Leak | Administrative Support Specialist | A | 12 |
| *Lorie Norris | Secretary, Administrative I | A | 12 |
| *Robinette Odom | Secretary, Administrative I | C | 12 |
| Rosa Perez | Custodian | C | 12 |
| *Debra Ross | Secretary for Administration | C | 12 |
| Imelda Saldana | Pre-K Interpreter/Parent Liaison | C | 12 |
| *Tylyn Stansel | Secretary, Administrative I | C | 12 |
| Juana Torres | Migrant Education Recruiter/Advocate | C | 12 |
| *Erin Vogel | Personnel Specialist | C | 12 |

**Confidential employee*

| | | | |
|---|---|---|---|
| Branford Elementary School: | | | |
| Teresa Allen | Media Clerk | C | 10 |
| Crystal Brown | Paraprofessional | INT C | 09 |
| Alysia Causey | Custodian | A | 12 |

| | | | |
|---|---|---|---|
| Kelly Davidson | Pre-K Paraprofessional/Lead CDA | C | 09 |
| Staci Feeney | Paraprofessional | C | 09 |
| Amanda Harris | Registrar | C | 12 |
| Cara Howard | Pre-K Paraprofessional/Lead CDA | C | 09 |
| Lacey Humphries | Paraprofessional | C | 09 |
| Anthony Jackson | Head Custodian | C | 12 |
| Hannah Knighton | Paraprofessional | A | 09 |
| Karen Knighton | Paraprofessional | C | 09 |
| Andrea Lanier | School Secretary | A | 12 |
| Amanda Martin | Paraprofessional | C | 09 |
| Amity McCall | Paraprofessional | INT C | 09 |
| Pamela Norton | Paraprofessional | C | 09 |
| Timothy O'Reilly | Custodian | A | 12 |
| Tiffany Phillips | Paraprofessional | INT C | 09 |
| Edna Roberts | Paraprofessional | A | 09 |
| *Mary Roberts | School Bookkeeper | C | 12 |
| Wendy Stines | Paraprofessional | C | 09 |
| Yvonne Topham | Paraprofessional | C | 09 |
| Deborah Yates | Paraprofessional | C | 09 |

**Confidential employee*

Branford High School:

| | | | |
|---|---|---|---|
| Jerri Byrd | School Secretary | C | 12 |
| Erica Daies | Custodian | C | 12 |
| Erin Davenport | Paraprofessional | A | 09 |
| *Tracy Delegal | School Bookkeeper | C | 12 |
| Matthew Hiers | Custodian | A | 12 |
| Melissa Hygema | Media Clerk | A | 10 |
| Michele Lambert | Paraprofessional | C | 09 |
| Natalia Morales | Paraprofessional | A | 09 |
| Brenda Raulerson | Paraprofessional ESE | C | 09 |
| *Lauri Reaves | Administrative School Secretary | C | 12 |
| Donna Rhoden | Paraprofessional | A | 09 |
| Dana Root | Paraprofessional | C | 09 |
| Lisa Stevens | Paraprofessional | A | 09 |
| Roger Terry | School Secretary/Data Entry | C | 12 |
| Karen Tucker | Head Custodian | C | 12 |

**Confidential employee*

Facilities Department:

| | | | |
|---|---|---|---|
| Timothy Bass | Maintenance Man I | C | 12 |
| K. Douglas Bates | Maintenance Foreman | C | 12 |
| John Betz | Maintenance Man I | C | 12 |
| James Bryan | Assistant Foreman | C | 12 |
| Maurice Copeland | Landscape Foreman | C | 12 |
| Mark Fitzpatrick | Maintenance Man I | INT C | 12 |
| Mercedes Gervacio | Custodian | C | 12 |

| | | | |
|---|---|---|---|
| Kevin Hingson | Assistant Foreman Facilities | C | 12 |
| Matthew Hingson | Maintenance Man I | C | 12 |
| Lawrence Jelks | Maintenance Man I | INT C | 12 |
| *Russell Landen | Facilities Technology Technician | C | 12 |
| George Langford | Maintenance Man I | C | 12 |
| Levi McCall | Groundskeeper | C | 12 |
| Daniel Monroe | Groundskeeper | C | 12 |
| Terry Murray | Air Conditioning/Electrical Specialist | C | 12 |
| Lorraine Musgrove | Facilities Assistant | C | 12 |
| Jeffery Prescott | Maintenance Man II | A | 12 |
| Terry Richardson | Painter | C | 12 |
| Clayton Ross | Assistant Grounds Foreman | A | 12 |
| Tyler Smith | Groundskeeper | C | 12 |
| *Christina Vann | Administrative Secretary I | C | 12 |
| Kevin Williams | Groundskeeper | C | 12 |

**Confidential employee*

Food Service:

| | | | |
|---|---|---|---|
| Leona Ash | Food Service Manager | C | 09 |
| Sharlie Bailey | Food Service Worker-6 hr. | C | 09 |
| Terrie Baker | Food Service Manager-Assistant | C | 09 |
| RoseMerry Bell | Food Service Worker-6hr | A | 09 |
| Teresa Brannan | Food Service Worker-8 hr. | C | 09 |
| Shanda Campbell | Food Service Worker-6 hr. | C | 09 |
| Pamela Carver | Food Service Manager | C | 09 |
| Georgia Chancey | Food Service Manager | C | 09 |
| Jenna Chancey | Food Service Worker-6 hr. | C | 09 |
| Diane Chavez | Food Service Worker-6 hr. | INT C | 09 |
| Kimberly Choe | Food Service Manager-Assistant | C | 09 |
| Daisy Couture | Food Service Worker-3 hr. | PT | 09 |
| Crystal Cox | Food Service Worker-6 hr. | C | 09 |
| Leah Cribbs | Food Service Worker-3 hr. | PT | 09 |
| Mary DeHart | Food Service Worker-8 hr. | C | 09 |
| Erika Delgado | Food Service Worker-8 hr. | A | 09 |
| Carolyn Dexter | Food Service Worker-8 hr. | C | 09 |
| Sheree Dugdale | Food Service Worker-8 hr. | C | 09 |
| Annie Folsom | Food Service Worker-8 hr. | C | 09 |
| Jennifer Gaskins | Food Service Worker-8 hr. | C | 09 |
| Renee Hoch | Food Service Worker-3 hr. | PT | 09 |
| Rosanna Holtzclaw | Food Service Manager | C | 09 |
| Jennifer Hurst | Food Service Worker-3 hr. | PT | 09 |
| Reba Hurst | Food Service Manager | C | 09 |
| Lyndze Jandle | Food Service Worker-3 hr. | PT | 09 |
| *Cindy Johnson | Administrative Secretary I | C | 12 |
| Katrina Johnson | Food Service Manager-Assistant | C | 09 |
| Wendy Jones | Food Service Manager-Assistant | C | 09 |
| Rebecca Kirby | Food Service Manager | C | 09 |

| | | | |
|---|---|---|---|
| Robin Krause | Food Service Worker-3 hr. | PT | 09 |
| Leslie Kurtz | Food Service Worker-8 hr. | C | 09 |
| Cheryl Latham | Food Service Worker-3 hr. | PT | 09 |
| Janice Lee | Food Service Manager-Assistant | C | 09 |
| Chatisa Lett | Food Service Worker-3 hr. | PT | 09 |
| Heather Lewis | Food Service Worker-3 hr. | PT | 09 |
| Evelin Najera | Food Service Worker-8 hr. | C | 09 |
| Paul Otterbine | Food Service Worker-8 hr. | C | 09 |
| Cierra Parker | Food Service Worker-8 hr. | A | 09 |
| Shirley Philmore | Food Service Worker-8 hr. | C | 09 |
| Gloria Presley | Food Service Worker-3 hr. | PT | 09 |
| Dana Prince | Food Service Worker-3 hr. | PT | 09 |
| Uriel Ramirez Perez | Food Service Worker-3 hr. | PT | 09 |
| Melanie Rickett | Food Service Manager-Assistant | C | 09 |
| Donna Rightmire | Food Service Worker-6 hr. | A | 09 |
| Marilin Gonzalez-Santos | Food Service Worker-8 hr. | A | 09 |
| Dawn Shearer | Food Service Worker-8 hr. | C | 09 |
| Mariah Shearer | Food Service Worker-6 hr. | PT | 09 |
| Natella Smith | Food Service Worker-6 hr. | A | 09 |
| Quintonia Smith | Food Service Worker-3 hr. | PT | 09 |
| Rhonda Tillman | Food Service Worker-6 hr. | C | 09 |
| Edith Underwood | Food Service Worker-8 hr. | C | 09 |
| Toni Vargas-Garcia | Food Service Worker-6 hr. | C | 09 |
| Julie Verdegem | Food Service Worker-8 hr. | C | 09 |
| Amelia Warner | Food Service Worker-8 hr. | C | 09 |
| *Carol Warner | Assistant Food Service Coordinator | C | 12 |
| Tammie Warner | Food Service Manager | C | 09 |
| Stephanie Whittington | Food Service Worker-8 hr. | C | 09 |
| Kelly Wiggins | Food Service Worker-6 hr. | C | 09 |
| Teresa Williams | Food Service Worker-8 hr. | C | 09 |
| William Yates | Food Service Worker-8 hr. | C | 09 |
| Lisa Young | Food Service Worker-8 hr. | A | 09 |

**Confidential employee*

Information Technology Department:

| | | | |
|---|---|---|---|
| *Donna Bass | Administrative Secretary I | C | 12 |
| Stewart Fissell | Information Technology Technician | C | 12 |
| Brian Gollery | Information Technology Technician | C | 12 |
| Bruce Kinsey | Information Technology Technician | C | 12 |
| Landon Messer | Information Technology Technician | A | 12 |
| *Kelly Philmore | Network Specialist | C | 12 |
| Evan Saunders | Information Technology Technician | C | 12 |

**Confidential employee*

RIVEROAK Technical College:

| | | | |
|---|---|---|---|
| Jennifer Floyd | Clerk | C | 12 |
| Claudies Ivey | Head Custodian | C | 12 |

| | | | |
|---|---|---|---|
| Heymi Jimenez | Registrar | A | 12 |
| Ashley Kirby | Financial Aid Specialist | C | 12 |
| *Jeffrey Lee | Paraprofessional – Adult Education | C | 12 |
| *Tommy Miller | Administrative Secretary I | C | 12 |
| Damien Rickett | Custodian | C | 12 |
| John Sinclair | Paraprofessional | C | 09 |
| *Dana Tidwell | School Bookkeeper | C | 12 |
| Terry Vickers | Community Relations Specialist | C | 12 |

*Confidential employee*

School Nurses:

| | | | |
|---|---|---|---|
| Goldie Fralick | School Nurse *(through July 28, 2021)* | C | 10 |
| Kelly Melland | School Nurse | C | 10 |
| Rebekah Mercer | School Nurse | INT C | 10 |
| Patricia Nixon | School Nurse | C | 10 |
| Shalenthia Reynolds | School Nurse | C | 10 |

Suwannee High School:

| | | | |
|---|---|---|---|
| Carla Blalock | Administrative Secretary | C | 12 |
| Cynthia Brown | Custodian | C | 12 |
| Viola Brown | Custodian | C | 12 |
| *Heather Crotty | School Bookkeeper | C | 12 |
| David Daniels | Custodian | C | 12 |
| Deborah Davis | Paraprofessional | C | 09 |
| Tenlee Deloach | Paraprofessional | C | 09 |
| Kelly Hollingsworth | Paraprofessional | A | 09 |
| A. Lloyd Jackson | Head Custodian | C | 12 |
| Yvette Perez | Migrant Paraprofessional | C | 10 |
| Christopher Ringlein | Custodian | C | 12 |
| Alexandra Scoggins | Paraprofessional | A | 09 |
| Kimberly Wilkison | Custodian | A | 12 |
| Patricia Williams | Attendance Clerk | A | 12 |
| Laketha D. Wilson | School Secretary | C | 12 |
| Kasey Wynn | Administrative School Secretary | C | 11 |

*Confidential employee*

Suwannee Middle School:

| | | | |
|---|---|---|---|
| *Pamela Bedenbaugh | Bookkeeper | A | 12 |
| Melanie Chambliss | Administrative School Secretary | C | 12 |
| Tiffany Dear | Media Clerk | INT C | 10 |
| Cynthia Ford | Custodian | C | 12 |
| Sandra Fountain | Head Custodian | C | 12 |
| Michael Herring | Paraprofessional | C | 09 |
| Jarvis McClain | Custodian | A | 12 |
| Verhonda Morris | ESE Paraprofessional | C | 09 |
| Theresa Owens | Paraprofessional | C | 09 |
| Leslie Ramsey | General Receptionist | A | 11 |

| | | | |
|---|---|---|---|
| Naela Salazar | Paraprofessional | C | 09 |
| Lisa Shuler | Custodian | C | 12 |
| Elizabeth Smith | Paraprofessional | C | 09 |
| Linda Strait | Registrar | C | 12 |
| Maritza Torres | Paraprofessional | A | 09 |
| Amanda Williams | Paraprofessional | C | 09 |
| Dawn Willms | Custodian | A | 12 |

**Confidential employee*

Suwannee Opportunity School:

| | | | |
|---|---|---|---|
| Daycia Bandy | Paraprofessional | A | 09 |
| Stephanie Eady | Paraprofessional | C | 09 |
| Nicholas Hurst | Security Guard | A | 12 |
| Courtney McHugh | Paraprofessional | A | 09 |
| Katlin Westrich | Secretary | C | 12 |

Suwannee Pineview Elementary-Innovation:

| | | | |
|---|---|---|---|
| Kadie Butler | Paraprofessional | C | 09 |
| Emilee Cannon | Paraprofessional | A | 09 |
| Tanya Crain | Paraprofessional | C | 09 |
| Alexis Dalton | Paraprofessional | A | 09 |
| Traci Davis | Pre-K Paraprofessional/Lead CDA | C | 09 |
| Janet Diaz | Paraprofessional | A | 09 |
| Tamara Felton | Paraprofessional | C | 09 |
| Kay Glass | Administrative School Secretary | C | 12 |
| Cheryl Ann Jackson | Media Clerk | C | 10 |
| Cathy Jerkins | Paraprofessional | C | 09 |
| *Tammy Johns | School Bookkeeper | C | 12 |
| Keith Johnson | Custodian | C | 12 |
| Amanda Kiser | Pre-K Paraprofessional/Lead CDA | C | 09 |
| JoAnn LeDew | ESE Paraprofessional | C | 09 |
| Connie Little | School Secretary | C | 12 |
| Heather Marshall | Paraprofessional | C | 09 |
| Jennifer McMillan | Paraprofessional | C | 09 |
| Jessica Melgar | Paraprofessional | C | 09 |
| Sasharine Richardson | Head Custodian | A | 12 |
| Ashley Reeves | ESE Paraprofessional | C | 09 |
| Kristin Register | Paraprofessional | C | 09 |
| Tralene Sasso | Paraprofessional | C | 09 |
| Dora Townsend | Lead CDA Paraprofessional | C | 09 |
| Barbara Tucker | Paraprofessional | C | 09 |
| Rhonda Twilley | Paraprofessional | C | 09 |
| Elisahar Woloszyn | Paraprofessional | C | 09 |

**Confidential employee*

Suwannee Riverside Elementary-Arts:

| | | | |
|---|---|---|---|
| Tresca Anderson | Pre-K Paraprofessional/Lead CDA | INT C | 09 |
| Tara Ash | Paraprofessional | C | 09 |
| Amanda Bartley-Ramirez | Paraprofessional | C | 09 |
| Gail Butler | ESE Paraprofessional | C | 09 |
| Linda Cheshire | Paraprofessional | C | 09 |
| Janell Cline | Paraprofessional | A | 09 |
| Monica Djulvez | Paraprofessional | C | 09 |
| Jody Ellison | Head Custodian | C | 12 |
| *Debra Gamble | School Bookkeeper | C | 12 |
| Mayra Gonzalez | Paraprofessional | C | 09 |
| Janet Good | Paraprofessional | C | 09 |
| Brittany Lock | Paraprofessional | C | 09 |
| Julia Gay Mangum | Paraprofessional | INT C | 09 |
| Vanessa Isidro Mares | Paraprofessional | C | 09 |
| Janice McCall | Pre-K Paraprofessional | C | 09 |
| Wildaly Nieves-Lopez | Paraprofessional | C | 09 |
| Nicole Poole | Pre-K Paraprofessional/Lead CDA | INT C | 09 |
| Marcia Riegel | Paraprofessional | C | 09 |
| Debbie Ritchey | Custodian | C | 12 |
| Amy Sansouci | School Secretary | INT C | 12 |
| Julie Skeen | Paraprofessional | C | 09 |
| *Kimberly Steichen | Registrar | C | 12 |
| Mackia Strickland | Paraprofessional | C | 09 |
| Geraldine Thomas | Paraprofessional | C | 09 |
| Alexander Torres | Custodian | C | 12 |
| Lori Torres | Paraprofessional | C | 09 |
| Herbert Williams | Custodian | C | 12 |
| Ronna Williams | Media Clerk | C | 10 |
| Deanna Yott | Pre-K Paraprofessional/Lead CDA | C | 09 |

**Confidential employee*

Suwannee Springcrest Elementary-Leadership:

| | | | |
|---|---|---|---|
| Lori Alban | Registrar | C | 12 |
| Ila F. Allen | Paraprofessional | C | 09 |
| Christina Batton | ESE Paraprofessional | C | 09 |
| Tara Brock | Pre-K Paraprofessional/Lead CDA | C | 09 |
| Mayra Castaneda | Paraprofessional | C | 09 |
| *Tina Colvin | School Bookkeeper | C | 12 |
| Alice Gambel | Paraprofessional | C | 09 |
| Crystal Gill | Paraprofessional | C | 09 |
| Lewanda Hill | Paraprofessional | A | 09 |
| LaDonna Holmes | Paraprofessional | INT C | 09 |
| Laritta Hunter | Pre-K Paraprofessional/Lead CDA | C | 09 |
| June Lane | Pre-K Paraprofessional | C | 09 |
| Marissa Lane | Paraprofessional | INT C | 09 |
| Kelsey Leighton | Paraprofessional | INT C | 09 |

| | | | |
|---|---|---|---|
| Holly Melland | Paraprofessional | A | 09 |
| Catherine Melton | Paraprofessional | C | 09 |
| Lynn Peaden | Media Clerk | C | 10 |
| Shawn Reed | Custodian | A | 12 |
| Timothy Rickett | Custodian | C | 12 |
| Tiffany Sanders | Paraprofessional | C | 09 |
| Monica Sauer | Paraprofessional | C | 09 |
| Holly Setzer | Paraprofessional | C | 09 |
| Benjamin Smith | Paraprofessional | C | 09 |
| Lori Smith | Head Custodian | C | 12 |
| Amy Steed | School Secretary | C | 09 |

**Confidential employee*

Suwannee Virtual School:

| | | | |
|---|---|---|---|
| *Heather Holton | Administrative School Secretary | A | 12 |

**Confidential employee*

Transportation Department:

| | | | |
|---|---|---|---|
| Tyrone Ansley | Mechanic | C | 12 |
| David Barnes | Bus Driver | C | 09 |
| Sandra Barrs | Bus Driver | A | 09 |
| Sharon Lynn Bass | Bus Driver | C | 09 |
| David Beard | Bus Driver | C | 09 |
| Dorie Bingemann | Bus Driver | C | 09 |
| Lawrence Brannon | Mechanic | A | 12 |
| *Sharon Braun | Administrative Secretary I | C | 12 |
| Alma Brown | Bus Driver | C | 09 |
| Eppie Brown | Bus Attendant | INT C | 09 |
| Jacquelyn Brown | Bus Attendant | INT C | 09 |
| Chinneta Butler | Bus Driver | C | 09 |
| Shateea Butler | Bus Driver | A | 09 |
| Nisa Carlisle | Bus Driver | C | 09 |
| Sarah Chavis | Bus Driver | C | 09 |
| Paula Cherry | Bus Driver | C | 09 |
| Daisy Couture | Bus Attendant | C | 09 |
| Carol Deas | Bus Driver | C | 09 |
| Frederick Deaver | Bus Driver | C | 09 |
| Eunice Dunmore | Bus Driver | C | 09 |
| Jennifer Farrar | Bus Driver | A | 12 |
| Tracy Felty-Janosh | Bus Driver | A | 09 |
| Crystal Fernandez | Bus Driver | C | 09 |
| Caren L. Fout | Bus Driver | C | 09 |
| Robert Frayer | Bus Driver | A | 09 |
| Pauline Frazier | Bus Driver | C | 09 |
| Stacy Futch | Vehicle Maintenance Manager | C | 12 |
| Robin Garbett | Bus Driver | C | 09 |
| Ana Gienger | Bus Driver | C | 09 |

| | | | |
|---|---|---|---|
| Deborah Harnage | Bus Driver | A | 09 |
| Kimberly Harnage | Bus Driver | A | 09 |
| Debra Hill | Bus Attendant | C | 09 |
| Jeffry Hunt | Bus Driver | C | 09 |
| Jennifer Hurst | Bus Attendant | C | 09 |
| Kiara Janosh | Bus Driver | A | 09 |
| Laura Jaramillo | Bus Driver | A | 09 |
| Carol Jenkins | Bus Driver | C | 09 |
| John Jenkins | Mechanic | C | 12 |
| *Kelly Jenkins | Administrative Secretary I | C | 12 |
| Caleb Jones | Bus Driver | A | 09 |
| Christina Jones | Bus Driver | A | 09 |
| Bruce Kemmerer | Bus Driver | A | 09 |
| John Kerry | Bus Driver | A | 09 |
| Gina Knight | Bus Attendant | C | 09 |
| Scott Koehn | Mechanic | C | 12 |
| Robin Krause | Bus Driver | C | 09 |
| Curt Lux | Bus Driver | A | 09 |
| Eva Moore | Bus Driver | C | 09 |
| Mary Noble | Bus Driver | A | 09 |
| Lynne Otterbine | Crossing Guard | PT | 09 |
| Patrick Pierce | Crossing Guard | PT | 09 |
| Jennifer Ponder | Bus Driver | INT C | 09 |
| Jack Powell | Bus Driver | C | 09 |
| Gloria Presley | Bus Driver | C | 09 |
| Dana Prince | Bus Driver | A | 09 |
| Cathy Reed | Bus Driver | C | 09 |
| Heather Riel | Bus Driver | INT C | 09 |
| Joanne Ripley | Bus Driver | C | 09 |
| Keely Rondello | Bus Driver | A | 09 |
| Synthia Schnaudigel | Bus Driver | C | 09 |
| Christene Scrivens | Bus Attendant | INT C | 09 |
| Yvan Theoret | Bus Driver | A | 09 |
| Janice Thompson | Bus Driver | C | 09 |
| Thawanna Tooten | Bus Driver | C | 09 |
| Linda Vanous | Bus Driver | C | 09 |
| Misty Voss | Bus Driver | C | 09 |
| Shirley Ware | Bus Attendant | A | 09 |
| Alice Wenig | Bus Driver | C | 09 |
| Inez Williams | Bus Driver | C | 09 |
| Lakeisha Williams | Bus Driver | C | 09 |

**Confidential employee*

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

# SCHOOL DISTRICT OF SUWANNEE COUNTY

## OPERATOR, RISK MANAGEMENT

## JOB DESCRIPTION

**QUALIFICATIONS:**

(1) High School Diploma, including or supplemented by education, training, and/or experience in insurance field.

(2) Minimum of five (5) years progressively responsible experience in Worker's Compensation laws and claims processing, staff benefits processing and related risk management functions.

(3) Certified School Risk Manager (CSRM) designation strongly preferred.

(4) Certified Insurance Service Manager (CISM) designation strongly preferred.

(5) Florida Records Management Association (FRMA) designation strongly preferred.

(6) Florida Certified Records Manager (FCRM) designation strongly preferred.

(7) Satisfactory criminal background check and drug screening.

**KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of insurance procedures and policies as they relate to cost analysis, Workers' Compensation, claims and equipment utilized. Knowledge of labor law, public records law, public employee bargaining, risk management and school personnel law in Florida. Ability to communicate effectively, both orally and in writing. Ability to apply mathematical operations to tasks such as frequency distribution, analysis and projections. Ability to research, compile and edit information to produce reports. Knowledge of current trends, research and best practices in the area of insurance. Ability to interact appropriately with administrators, staff, and community.

**REPORTS TO:**

Chief Financial Officer

**JOB GOAL**

To provide administrative support to the department, enabling the department to serve its constituents effectively and efficiently and helping to oversee the risk management and insurance exposure of the District.

**SUPERVISES:**

N/A

**PERFORMANCE RESPONSIBILITIES:**

**Service Delivery**

*(1) Survey, analyze and evaluate elements of risk in all phases of the School Board facilities and employees.

*(2) Process Workers' Compensation claims for all employees and coordinate payments with carrier.

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**OPERATOR, RISK MANAGEMENT** (Continued)

*(3) Help in the preparation of insurance bid proposal requirements and evaluation of risk.
*(4) Monitor insurance claims including worker's compensation, auto, property, and student accidents.
*(5) Oversee safety visits by insurance carriers and follow through on recommendations.
*(6) Help in the audit of all policies to ensure proper coverage for the school district's exposure.
*(7) Oversee the district's Return to Work Program and monitoring employees placed on special light duty assignments.
*(8) Oversee the district's administration of the Vector Solutions safe schools curriculum and monitor its utilization.
*(9) Review all Facility Use Requests.
*(10) Respond to all public records requests.
*(11) Review all Field Studies.
*(12) Monitor workers' compensation litigation, depositions and mediation.
*(13) Audit all policies and invoices for payment of premiums/claims.
*(14) Establish and maintain all related records.
*(15) Compile data for state reports.
*(16) Prepare documents for the Board Workshops/Meetings for insurance renewal.
*(17) Maintain control copies of the district's collective bargaining agreements and salary schedules.

**Inter/Intra-Agency Communication and Delivery**

*(18) Serve as facilitator between employees placed on special assignment for light duty and the facility assigned the employee.
*(19) Serve in the capacity of administrative assistant to the Chief Financial Officer.
*(20) Serve as the district's risk management liaison with the Florida School Boards Insurance Trust (FSBIT).
*(21) Serve as the district's Records Liaison Officer for public records.
*(22) Interact with employees, parents, students, outside agencies to enhance the understanding of the district's initiatives and priorities.
*(23) Respond in timely manner to inquiries and concerns.
*(24) Keep supervisor informed of potential problems or unusual events.

**Professional Growth and Improvement**

*(25) Provide in-service training to departments and schools involving safety issues and preventive strategies.
*(26) Participate successfully in the training programs offered to increase skill, proficiency, and character education related to assignment.
*(27) Maintain a network of peer contacts through professional organizations.
*(28) Attend training sessions, conferences, and workshops as assigned or appropriate to keep abreast of current practices, programs, and legal issues.

**OPERATOR, RISK MANAGEMENT** (Continued)

**Systemic Functions**

*(29) Represent the district in a positive and professional manner.
*(30) Prepare or oversee the preparation of all required reports and maintain all appropriate records.
*(31) Exhibit interpersonal skills to work as an effective team member.
*(32) Demonstrate support for the School District and its goals and priorities.

**Leadership and Strategic Orientation**

*(33) Provide leadership and direction to assigned areas.
*(34) Model and maintain high ethical standards.
*(35) Model the characteristics of citizenship and character education.
*(36) Set high standards and expectations and promote professional growth for self and others.
*(37) Utilize appropriate strategies and problem-solving tolls to make decisions regarding planning, utilization of funds, delivering services and evaluation of services provided.
*(38) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
*(39) Perform other tasks consistent with the goals and objectives of this position and as assigned.

*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

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

**TERMS OF EMPLOYMENT:**

Salary and benefits shall be paid consistent with the district's approved compensation plan.
Length of the work year and hours of employment shall be those established by the district.
Classification: Confidential
This position may be required to work beyond a regular 40-hour work week on an as needed basis.

**EVALUATION:**

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

# SCHOOL DISTRICT OF SUWANNEE COUNTY

## EMPLOYEE BENEFITS SPECIALIST I

## JOB DESCRIPTION

QUALIFICATIONS:

(1) High School Diploma or equivalent.
(2) Minimum of five (5) years successful experience in coordinating, administering, and explaining insurance benefits.
(3) Proficient in standard business office software (Excel, Word, Office, Powerpoint, etc.)
(4) Proficient in use of standard office equipment (computer, copier, fax machine, etc.)
(5) Or other appropriate certificates/licenses required by the District.
(6) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

A strong knowledge of the principles and techniques of employee benefits program management, specifically in self-funded health plans and in HIPAA compliance; demonstrated ability to analyze benefits from insurance contracts; demonstrated ability to successfully apply this knowledge to a working environment. Knowledge of applicable federal and state regulations. Knowledge of team-building techniques and dispute resolution concepts. Effective written and oral communications skills; effective presentation skills. Good organizational, program management and personal leadership skills. Ability to prepare and maintain complex records, manual and automated. Ability to use personal computers. Ability to carry out job responsibilities and handle sensitive information in a confidential manner. Ability to work with the public through personal interview as well as by telephone.

REPORTS TO:

Chief Financial Officer

**JOB GOAL**

To provide leadership in evaluating, recommending, developing, maintaining, and administrating employee benefits products and programs. To serve as a liaison between insurance companies, medical providers, and employees to assist employees in receiving appropriate benefits and to assist with risk management systems. Assume leadership role in district initiatives as assigned.

SUPERVISES:

Employee Benefits Specialist

PERFORMANCE RESPONSIBILITIES:

**Service Delivery**

*(1) Assist in the implementation and administration of employee benefits programs such as health insurance, disability insurance, life insurance, vision insurance, and other plans
*(2) Recommend benefits programs by studying employee requirements, trends, and developments in benefits offered by other organizations.
*(3) Inform the department of benefit usage by preparing and distributing benefit reports.

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## EMPLOYEE BENEFITS SPECIALIST I (Continued)

*(4) Maintain benefit records by developing recordkeeping systems; inform former employees of benefit programs, procedures, changes, and government-mandated disclosures; recording changes.
*(5) Audit policies and invoices for payment of premiums/claims
*(6) Calculate monthly stop loss fees, aggregate and aggregate TLO fees for employees, retirees and COBRA participants.
*(7) ACA compliance, including hours worked, health insurance offered, 1095-C issuance, 1094-C submission.
*(8) Take steps to reduce risk of impermissible disclosure of PHI b reducing access to PHI to the minimum necessary to administer the Plan.
*(9) Act as Privacy Officer in compliance with HIPPA rules.
*(10) Resolve employee questions and problems by interpreting benefit policies and procedures.
*(11) Expedite delivery of benefits by establishing and maintaining working relationships with benefit providers.
*(12) Prepare special reports by collecting, analyzing, and summarizing information and trends.
*(13) Assist in notifying employee and labor union representatives of changes in benefits programs.
*(14) Perform other duties as assigned commensurate with the skills and abilities of the position.
*(15) Ensure compliance with Board rules and applicable federal laws and regulations.
*(16) Serve as a contact person for the public to gain information about the School District.
*(17) Provide outstanding customer service and use positive interpersonal communications skills

### Inter/Intra-Agency Communication and Delivery

*(18) Answer employees' benefits questions, resolve problems related to access to or payment of benefits, enroll employees in benefits, process enrollment forms and changes, and terminate employee benefits.
*(19) Review claims for self-funded insurance plans for employees, retirees and COBRA participants.
*(20) Audit high cost monthly claims for sample process, submit same to Florida Blue for breakdown of eligibility for member or dependent, claims details, accumulators, verification of other coverage as primary or secondary, CYD status, total billed amount, total allowed amount, total paid amount, member cost share if coinsurance applicable, accumulations included in CYD, coinsurance and/or copays. Audit all to verify no discrepancies.
*(21) Verify and document Dependent eligibility and Qualifying Life Events.
*(22) Work with carriers, agent and benefits platform to implement benefits enrollment system for employee use, to include all supporting documentation is current.
*(23) Coordinate Open Enrollment annually.
*(24) Work with Agent and Compliance Team on Notice of Privacy Practice Requirements
*(25) Work with Agent and Compliance Team on Cafeteria 125 updates.
*(26) Develop and send correspondence to applicants and/or employees.
*(27) Keep supervisor informed of potential problems or unusual events.
*(28) Coordinate transfer of data to external vendors, plan providers, auditors, and consultants.

### Professional Growth and Development

*(29) Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.
*(30) Assist in keeping District administrators and others informed about related laws and regulations.
*(31) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.
*(32) Participate in cross-training activities as required or appropriate.

## EMPLOYEE BENEFITS SPECIALIST I (Continued)

**Systemic Functions**

*(33) Follow federal and state laws as well as School Board policies, rules, and regulations.
*(34) Represent the District in a positive and professional manner.
*(35) Prepare or oversee the preparation and submission of all reports as assigned and maintain all appropriate records.
*(36) Perform other tasks consistent with the goals and objectives of this position.

**Leadership and Strategic Orientation**

*(37) Assist in implementing the District's goals and strategic commitment.
*(38) Set high standards and expectations and promote professional growth for self and others.
*(39) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
(40) Shall assume additional responsibilities as assigned by the Superintendent.

**PHYSICAL REQUIREMENTS:**

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

**TERMS OF EMPLOYMENT:**

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

**EVALUATION:**

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

*Essential Performance Responsibilities

# SALARY SCHEDULE CONFIDENTIAL EMPLOYEES 2021-2022
# SECRETARIAL AND OTHER PERSONNEL

## REGULAR DUTY HOURS 8:00 AM - 4:30 PM

| LEVEL | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5 | 24442 | 24791 | 25414 | 26202 | 26973 | 27749 | 28522 | 29306 | 30081 | 30858 | 31871 | 32851 | 33368 | 33860 | 34351 |
| 4 | 25959 | 26738 | 27223 | 28005 | 28775 | 29560 | 30335 | 31114 | 31891 | 32670 | 33722 | 34739 | 35291 | 35808 | 36325 |
| 3 | 27550 | 28042 | 28523 | 29307 | 30080 | 30862 | 31422 | 32414 | 33197 | 33975 | 35059 | 36104 | 36674 | 37212 | 37749 |
| 2 | 29363 | 29850 | 30336 | 31114 | 31891 | 32672 | 33446 | 34183 | 34983 | 35781 | 36910 | 37993 | 38593 | 39159 | 39726 |
| 1B | 30711 | 31150 | 31652 | 32431 | 33216 | 34034 | 34798 | 35601 | 36381 | 37163 | 38327 | 39436 | 40061 | 40644 | 41226 |
| 1A | 31933 | 32378 | 32871 | 33658 | 34445 | 35262 | 36021 | 36822 | 37584 | 38391 | 39580 | 40718 | 41361 | 41969 | 42577 |
| 1AA | 33233 | 33722 | 34223 | 35001 | 35746 | 36571 | 37353 | 38136 | 38920 | 39704 | 42163 | 43354 | 44043 | 44683 | 45324 |
| 1C | 41664 | 42803 | 43947 | 45092 | 46234 | 47379 | 48519 | 49664 | 50802 | 51947 | 53660 | 55145 | 56020 | 56840 | 57659 |
| 1D | 36888 | 37380 | 37880 | 38660 | 39403 | 40225 | 41012 | 41795 | 42578 | 43362 | 45821 | 47082 | 47829 | 48530 | 49230 |
| 1E | 37803 | 38292 | 38797 | 39572 | 40316 | 41142 | 41926 | 42707 | 43487 | 44273 | 46737 | 48015 | 48774 | 49490 | 50206 |
| 1 | 34783 | 35274 | 35775 | 36557 | 37298 | 38125 | 38907 | 39689 | 40474 | 41256 | 43755 | 44978 | 45690 | 46358 | 47026 |

## CLASSIFICATION LEVEL

| | |
|---|---|
| 5 | General Secretary |
| 4 | District Level Secretary, District Secretary (Custodian of Records) |
| 3 | Administrative School Secretary/Confidential, Administrative Secretary IT |
| 2 | Administrative Secretary II |
| 1B | Administrative Secretary I, School Bookkeeper, Operations Manager Transportation |
| 1A | Personnel Specialist, Accounts Payable Specialist, Administrative Support Specialist – Federal Programs |
| 1AA | Assistant Superintendents' Secretary, Asst. Textbook and Certification, Secretary for Administration, Employee Benefits Specialist, Financial Aid Specialist |
| 1C | IT Specialist, Network Specialist, Software Specialist, Facilities Technology Technician, Supervisor/Payroll, Assistant Coordinator of Food Service, Attendance Assistant |
| 1D | |
| 1E | Employee Benefits Specialist I; Operator, Risk Management |
| 1 | Secretary to the Superintendent, |

Normally upon appointment to a position, employee will be placed in step "0"; however, the Superintendent, upon consideration of pertinent factors, (educational backgrounds, prior experience, see job description), may approve placement into any of the succeeding steps. Thereafter, employee will progress to the succeeding step on July 1 of each year, provided he has performed satisfactorily for a minimum period of nine (9) months as of June 30.

All salaries are based on 12 months. Where employee is on less than 12 months, salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate deter-mined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of $175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2021-June 30, 2022 Adopted ___XXXX___ by the

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064
386/647-4600
Ted L. Roush, Superintendent

# SUWANNEE DISTRICT SCHOOLS
# STUDENT EVALUATION AND DOCUMENTATION FOR RETENTION

Date:_____

| *Please indicate:* |
|---|
| ___SPE |
| ___SRE |
| ___SSE |
| ___BES |

## I. STUDENT INFORMATION:

Name_____ Date of Birth_____

Grade_____ Student Identifier #_____

## II. EVALUATION:

A. Assessments:

| TEST NAME | TEST DATE | SUBJECT | SCORES |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

B. Teacher Description of Student Skills:

Strengths:_____

_____

Areas needing improvement:_____

_____

C. Social Behavior (ability to get along with others):_____

D. Work Habits:_____

## III. TEACHER RECOMMENDATION:

_____

_____

_____
Signature of Teacher Date

## IV. PLACEMENT COMMITTEE RECOMMENDATION:

It is the recommendation of the placement committee that _____ needs to continue working on the Florida standards for Grade _____ another year in order to develop a better foundation for future educational experiences.

_____
Signature of Principal/Designee Date

## V. INDICATION OF PARENTAL INPUT:

I have met with my child's teacher and the principal and they have shared with me information concerning my child's progress toward mastery of the state standards and the results demonstrated by my child on standardized tests. It is their professional recommendation that my son/daughter should be retained in Grade _____ another year in order to develop a better foundation for success with the Florida standards.

___ I understand that my child has NOT met the State minimum reading requirement for promotion and will be retained in **Grade 3** for the 20_ _ - 20_ _ school year.

___ I understand that my child is not making satisfactory progress toward mastery of the Florida standards and will be retained in Grade ____ for the 20_ _ - 20_ _ school year.

. . . . . .

___ It is my request that my child spend another year in Grade _____. I understand this is not the recommendation of the school placement committee.

_____ _____
Parent Signature Date Principal Signature Date

_____ _____
Print Name Print Name

7200-032 Revised 4/1998, 1/2009, xx/xx/xxxx