



**CONNECTIONS LEARNING
VIRTUAL LEARNING PROGRAMS
STATEMENT OF WORK**

Customer Name: School Board of Sarasota County, Florida
1960 Landing Boulevard
Sarasota, FL 3431

Connections Learning, a division of Connections Education LLC (“CL”), will provide Customer with access to a virtual education program through its Connexus® learning management system, along with associated support and/or services, as more fully set forth in this Statement of Work (collectively, the “Educational Products and Services”). Customer is authorized to use the Educational Products and Services to serve students in grades K-12 residing within the Sarasota County Schools district boundaries.

1. **Definitions.** The following terms shall have the following meanings when used in this Statement of Work. In addition, capitalized terms not otherwise defined in this Statement of Work shall have the meanings ascribed to them in the Standard Terms.

a. **Standard Terms.** “Standard Terms” means the Connections Learning Terms and Conditions for Virtual Learning Programs located at <http://www.connectionslearning.com/connections-learning/terms.aspx>.

b. **Student Seat.** Under CL’s “Student Seat” licensing model, Customer may allow a single Student to take up to twelve (12) semester-length Courses within a given Academic Year for each Student Seat that Customer has purchased. Student Seats have a defined duration. If a Student completes all desired Courses or withdraws from all Courses, the Student Seat is opened up for another Student for the duration of the term of the Student Seat license.

2. **CL Responsibilities.**

a. **Virtual Instructional Program.** CL will comply with the State of Florida’s Virtual Instructional Program’s requirements, including, but not limited to:

- i. CL will communicate to students and families the following information: the name of the instructor and his or her contact information, the name of the administrator and his or her contact information, instructor office hours, and technical support information.
- ii. CL will ensure courses all curriculum and course content is aligned with Florida Next Generation Sunshine State Standards under Section 1003.41, Florida Statutes.
- iii. CL will ensure all courses meet conformance level A of the World Wide Web Consortium’s Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0.
- iv. CL will provide the Customer with preliminary survey data (student, staff and program) two weeks prior to a Date Certain for survey periods 2 and 3 to allow enough time for students’ schedules to be entered into the District Student Information System. In the event changes occur, the Customer will be notified of the changes in writing. CL will provide accurate accountability data to Customer and the Department of Education (DOE) to ensure accuracy of Provider school grades. This includes, but is not limited to, correct student IDs, course titles, course numbers, and provider codes, as defined in the

DOE Data Elements <http://www.fldoe.org/eias/dataweb/download.asp>, pursuant to State Board of Education Rule 6A-1.0014, F.A.C.

- v. CL will maintain all education data required by Florida law or as agreed upon in writing between the parties, which includes but is not limited to progress monitoring, grades, attendance, and, formal/informal assessment. All maintained education data shall be accurate and complete, and upon request be made available to the Customer within a reasonable amount of time, which shall not be construed to be less than two (2) weeks from the date CL receives the request.
 - vi. CL shall comply with the District's standard School Board approved policies, student progression plan, school calendar and all statutory requirements of § 1002.45 F. S.
- b. Provision of Courses and Content License.** Through Connexus®, CL will make available to Customer a variety of core and elective Courses. CL will provide a license to use various materials required for each Course in which Customer enrolls a Student, including textbooks and ancillary materials such as workbooks, texts and other materials. When materials are available both electronically and in print format, CL will provide the materials only in the electronic format. Customer will provide CL with reasonable assistance in returning any materials provided in tangible format upon a Student's withdrawal from a class (or the entire program) or at the end of the applicable Academic Year.
- c. Connexus Access.** CL will provide Customer with a limited, royalty-free, non-transferable, non-exclusive license, for the duration of the term of this Statement of Work, for Customer's Authorized Users to access and use Connexus® for purposes of receiving the Educational Products and Services contemplated hereunder. Through Connexus®, Customer will have access to information about Student progress, attendance, performance, participation and other metrics. Customer's license to Connexus® will include the following modules:
- i. Gradebook
 - ii. Attendance
 - iii. Message boards
 - iv. Webmail
 - v. Standard Reporting
 - vi. Course delivery
- d. Professional and Technical Support Services.** CL will provide the following:
- i. Live technical support via phone to Authorized Users Monday through Friday during CL's normal business hours, excluding designated CL holidays. Technical support is also available 24/7 through online help within Connexus®.
 - ii. Online, asynchronous pre-service and in-service training for program staff, along with access to certain online, synchronous training opportunities scheduled by CL from time to time.
 - iii. Set-up of School:
 - A. CL will create a dedicated site for Customer's school, including a Customer-branded login page. In order to complete this site set-up, Customer must provide the necessary information to set up Customer's school site.
 - B. CL will provide initial set-up for Students, contingent upon receiving all necessary enrollment data from Customer, including contact and address information and Course

selections for each Student. Customer is responsible for the accuracy and completeness of all enrollment data and information.

- iv. Program Manager Support: The Program Manager acts as the single point of contact for the Customer-designated Program Coordinator(s) (described below). The Program Manager responds to Customer inquiries, provides periodic virtual training to the Program Coordinator(s) (unless otherwise specified), and supports student achievement in the program through weekly data analysis and/or by acting as a liaison for the Customer with CL Teachers.

e. Teachers.

- i. If Customer elects to use CL Teachers for any Courses, all CL Teachers will be highly qualified Florida Certified. No CL course will be made available to the Customer's students if it is not taught by a highly qualified Florida Certified teacher. Access to Courses taught by CL Teachers shall be through the International Connections Academy ("iNaCA"), and CL will, if requested by Customer, implement Course completion requirements consistent with iNaCA to enable Customer the ability to transfer credits earned. In addition, when Customer elects to use CL Teachers, CL will provide the following:
 - A. With respect to full-time Students only, a homeroom "advisory" teacher whose responsibilities shall include: monitoring Student participation and performance; assisting Students in navigating CL's technology and systems; and facilitating communication between the Student, Instructional Aides and the subject matter Teacher on an as-needed basis.
 - B. Modification or adaptation of assessments, instructional approach and/or lesson presentation by CL Teachers to meet particular Students' IEP/504 plans supplied by Customer as is reasonably afforded within the Connexus® platform. CL will not be expected to provide additional human resources.
 - C. Customer will be provided an English Language Learner (ELL) endorsed teacher for students requiring ELL education. Customer may make recommendations for ELL accommodations within the courses or offer other services and elective courses to meet this need.
 - D. LiveTutor™ on-demand instructional assistance.
 - ii. Where applicable, in order to utilize the iNaCA transcript as a representation of student achievement, Customer must adhere to the responsibilities and guidelines set forth in the [iNaCA Transcript Agreement Form](#).
 - iii. Customer will be provided highly qualified Florida Certified teachers as required by applicable state law. CL will ensure all employees and contracted personnel undergo background screening as required by Section 1012.32, F.S. using state and national criminal history records. The screening results for each employee assigned to Customer's students will be provided to the Customer for verification of compliance. CL will provide the: Names of each teacher assigned to Customer's students; Department of Education Number and certification for each teacher assigned to Customer's students; The course names/subject areas each assigned teacher will deliver instruction to Customer's students.
- f. Marketing.** CL will provide co-branded marketing collateral and copy for use by Customer in marketing the Customer's program to prospective Students and their families.

- g. Limitations.** Whether Customer utilizes CL Teachers or Customer Teachers, Customer acknowledges that CL's responsibility is only to deliver the contracted-for Educational Products and Services listed above. Customer will provide all other resources, materials, products or services and take all other actions required for Customer's virtual learning program, including but not limited to, providing grade and Course placement for Students, tracking graduation requirements and issuing diplomas (if applicable), all in accordance with Customer's policies. Customer acknowledges that CL is not serving as the credit-granting institution under this Statement of Work.

3. Customer Responsibilities. Customer will:

- a.** Assign Customer VIP students to school number 7001 under the appropriate provider by code and other actions required by the Florida Department of Education.
- b.** Verify the enrolled students are residents of the Customer's district.
- c.** Provide test administrators and testing locations for all appropriate grade level students for all required state assessments.
- d.** Provide any required services to support a student's IEP or 504 Accommodation Plan consistent with the legal requirements for serving students with special needs or a disability in a virtual school.
- e.** Manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
- f.** Provide administrators and/or counselors/academic advisors to provide student and/or parent counseling/administrative support as needed.
- g.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Customer may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Customer and in furtherance of this Agreement. Customer is responsible for compliance by such authorized third parties with this Agreement, including but not limited to confidentiality.
- h.** Customer may audit CL under this Agreement for compliance matters upon reasonable written notice to CL. Any such audit will be conducted under normal business hours and days of operation, at Customer's expense, and no more than once per calendar year. Under such audit, Customer will only be provided with non-privileged documents directly related to the performance of this Agreement.
- i.** Accept standard publications from CL for all compliance and documentation purposes such as program guides for information and data about the curriculum, student handbook for policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school reports for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes.
- j.** Report to the state for payment all students served under this Agreement as reported to the Customer by CL.
- k.** Pay CL in accordance with this Agreement.
- l.** Provide information to parents and students about right to participate in Customer VIP.
- m.** Provide a diploma for graduating seniors.

- n. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the VIRTUAL INSTRUCTION PROVIDER under the terms of this Statement of Work.
 - o. Ensure eligible Students have access to the Internet and to a computer meeting the specifications at: <https://www.connexus.com/public/systemRequirements.html> and communicate applicable CL guidelines and requirements, including the CL Educational Materials and Hardware Policy, located at: <http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx>. Internet access must provide sufficient bandwidth to effectively access and use the Courses and other features of Connexus®.
 - p. Designate a Program Coordinator. Customer shall provide the names of such Program Coordinator to CL, in writing. The Program Coordinator shall be responsible for: (a) identifying all individuals authorized to have access to Customer and/or Student information on the Platform, and (b) submitting written requests to the CL Program Manager that such access be granted. All requests to grant access shall be communicated in writing to the CL Program Manager, and shall specify which of the following levels of access is to be granted: Program Coordinator, Site Coordinator; Site Staff; Student; or Caretaker. The Program Coordinator will provide information to Customer's prospective families and address concerns about Students, including those raised by CL Teachers or other parties. The Program Coordinator will act for the District in all matters pertaining to this contract and to accept and approve all deliverables and invoices.
4. **Teacher Ratios:** CL takes into account the needs of the individual students, families, schools and teachers in assigning teacher loads. Student-teacher ratios will vary program to program. The average student/teacher ratio for elementary school core courses is 52:1; for middle school core courses it is 41:1. In addition, each middle school student has an Advisory Teacher or School Counselor who assists students and Learning Coaches with course selection, student transfers, graduation requirements, college and career planning, interpersonal counseling, and general academic guidance. For high school, the average student to teacher ratio would be between 30:1 and 40:1 for core courses. Regarding electives, the average student/teacher for music is 35:1, for foreign language it is 26:1.
5. **Graduation Requirements:** In the event CL provides products and services to students in grades 9 through 12, as required by § 1003.428, s. §1003.429, or s. §1003.43 CL shall provide a method for determining that a student has satisfied graduation requirements for an applicable course. CL provides a percentage grade to the Customer and the Customer can use these percentage grades within their own system.
6. **Data Security:** CL's learning management systems have been deployed in a fully redundant configuration into a biometrically secured level 3 facility with complete data redundancy to include mirrored file systems, hourly data snapshots, daily incremental backup, weekly full backup, secured off-site backup storage, and secondary data center for disaster recovery in a distinct geographic location. Our data facility is SSAE16 SOC-1 Type II and SOC-2 Type II certified.
7. **FERPA and Confidentiality:** If Customer is a public entity receiving federal Title I funds, Customer represents that CL is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. CL agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, CL has a legitimate educational interest for purposes of Customer disclosing to CL students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law CL or its affiliates may provide Customer with confidential information (as designated by CL) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to

develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

8. **Special Education and Disabilities:** If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs or 504 Accommodation Plans, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, CL will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that CL may do so without incurring direct or indirect costs.
9. **English Language Learners:** An English Language Learner (ELL) endorsed teacher will be provided to Customer for students requiring ELL education. The Customer may make recommendations for ELL accommodations within the courses or offer other services and elective courses to meet this need.
10. **Pricing and Invoicing.** Exhibit A to this Statement of Work, attached hereto and incorporated herein by reference, details the pricing and invoicing procedures for the specific Educational Product and Service offerings being made available to Customer hereunder.
11. **Term.** This Statement of Work will commence on July 1, 2016 and will continue through **June 30, 2017**, and may be renewed thereafter upon mutual written agreement by the Parties.
12. **Notices.** Any notice, consent or other communication under this Statement of Work shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to CL: Connections Education LLC
1001 Fleet Street, 5th Floor
Baltimore, MD 21202
Attn: Marc Guerrasio, Executive Vice President

With a copy to: Connections Education LLC
1001 Fleet Street, 5th Floor
Baltimore, MD 21202
Attn: School Legal Affairs

If to Customer: Sarasota County Schools
1960 Landing Boulevard
Sarasota, FL 34231
Attn: Mrs. Katrina Ward, Ed.S.

13. **Counterpart Signature.** This Statement of Work may be executed in one or more separate counterparts, each of which when so executed shall together constitute and be one and the same instrument.

14. **Standard Terms.** This Statement of Work is subject to the Standard Terms. Once this Statement of Work is executed by the parties, this Statement of Work, including any subsequent amendments thereto, and the Standard Terms together will comprise the agreement of the parties. This Statement of Work shall be read so as to be compatible with the Standard Terms. However, to the extent there is an irreconcilable conflict between the two, the provisions set forth in the Statement of Work shall govern. Customer will issue a purchase order simultaneous with signature of this Statement of Work in order to facilitate its own internal billing procedures when applicable. Any terms set forth in such purchase order contradicting or adding to the terms of this Statement of Work shall be null, void, and of no effect.
15. **Indemnification and Limitation of Liability.** To the extent permitted by law, CL agrees to indemnify and hold Customer, its Board Members, officers, employees and agents harmless from all third-party liability, claims and demands arising from any suit, claim, charge or proceeding that arise out of or in connection with any negligent acts or omissions of the CL related to or arising from this Agreement except to the extent such Claims arose out of the actions or omissions of the Customer and subject to the conditions precedent that a) the Customer provides written notice to CL within thirty (30) days of its receipt of the Claim and b) the Customer permits CL to assume the control and defense of the Claim with counsel selected by CL. This provision will not be deemed a relinquishment or waiver of any applicable limitation of liability and sovereign immunity available to CL or Customer under law. This paragraph shall survive termination of this Agreement. IN NO EVENT SHALL CL'S LIABILITY TO THE CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY THE CUSTOMER TO CL HEREUNDER.

To the extent permitted by law, the Customer agrees to defend, indemnify, and hold harmless CL and its affiliates and all of their employees, contractors, officers and board members from and against any and all third party liability, claims, damages, injuries, judgments, demands and expenses, including but not limited to court costs and attorneys' fees, that arise out of or in connection with any negligent acts or omissions of the Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of acts or omissions of CL subject to the conditions precedent that a) CL provides written notice to the Customer within thirty (30) days of its receipt of the Claim and b) CL permits the Customer to assume the control and defense of the Claim with counsel selected by the Customer. This provision will not be deemed a relinquishment or waiver of any applicable limitation of liability and sovereign immunity available to CL or Customer under law. This paragraph shall survive termination of this Agreement. IN NO EVENT SHALL CUSTOMER'S LIABILITY TO CL AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY THE CUSTOMER TO CL HEREUNDER.

This paragraph 15 supersedes any provision in the Standard Terms and Conditions related to indemnity or hold harmless, specifically including paragraphs 3(c) and 10.

16. **Choice of Law/Venue.** The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida, County of Sarasota for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

Agreed to by:

CONNECTIONS LEARNING

By: 

Name: Marc A Guerrasio

Title: Chief Product Officer

Date: 4/6/16

**SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA**

By: _____

Name: _____

Title: _____

Date: _____

Approved for Legal Content
April 5, 2016, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

**EXHIBIT A
PRICING AND INVOICING**

1. **Student Counts.** Preliminary survey data will be sent by CL to the Customer two (2) weeks prior to a date certain for survey periods 2 and 3, provided, however, that Customer acknowledges such data will not include student enrollments that have occurred within the two (2) weeks prior to the date certain. In such cases, a report showing only the changes will be sent to the District from CL within a reasonable amount of time not to exceed the 2 weeks prior to a Date Certain for survey periods 2 and 3.

2. **Invoicing.** Invoices will be created based on successful completion of students enrolled in CL program. Invoices shall be submitted to Customer at the end of each semester by CL and full payment of such invoices shall be due by Customer no more than thirty (30) days from the Customer's receipt of invoice. If full payment is not timely received, CL, in its sole discretion, may cease the provision of any or all products, services and licenses.
 - a. All Student Seats purchased within a given Academic Year expire at the end of the Academic Year.
 - b. CL reserves the right to charge to Customer and add to any invoice the costs of re-shipping materials to Customer or Customer's Students due to (i) inaccurate Student data provided by Customer, or (ii) loss of materials by Customer. In the event materials are lost by the student, CL will notify the Customer for assistance.

3. **Pricing.** Customer's pricing options are set forth in the following table:

Offering	Price if student enrolls on or before December 31 of a given Academic Year	Price if student enrolls on or after January 1 of a given Academic Year
Student Seat with CL Teachers	\$3,750.00	\$1,875.00