



FLOYD COUNTY BOARD OF EDUCATION
Stephen A. Trimble, Interim Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
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Sherry Robinson- Chair - District 5
Dr. Chandra Varia, Vice-Chair - District 2
Linda C. Gearheart, Member - District 1
William Newsome, Jr., Member - District 3
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August 11, 2017

ISSUE PAPER

AGENDA ITEM: Request approval of agreement with WE Service and Floyd Central High School. This program will bring WE's internationally recognized service-based learning framework and resources to AP courses, so Floyd Central High School students can use what they're learning to tackle real-life social issues and challenges. WE is an educational partner that delivers service-based learning programs for WE Schools.

APPLICABLE STATUTE(S), REGULATIONS OR BOARD POLICY:

Policy 0.1.11 General Powers and Duties of the Board

FISCAL/BUDGETARY IMPACT:

There are no fees for the AP with WE Service Pilot.

HISTORY/BACKGROUND:

AP with WE Service creates an opportunity for students to consider their classroom work and how it applies to the real world, while working closely with their peers to address social issues by integrating WE's service-based learning. AP already brings college-level learning into the high school classroom. Now, in partnership with educational partner WE, AP is bringing the classroom into the world. WE Service agreement will allow students who participate in the Pilot teacher's classrooms to spend up to ten (10) hours of in class and the required (20) hours of out of class time on fulfilling service-related course requirements.


RECOMMENDATION AND RATIONALE:


Approve agreement between Floyd County Public Schools and WE Service.


ALTERNATIVE ACTIONS: Request Information

CONTACT PERSON:

Greta Thornsberry, Principal, Floyd Central High School


Principal


Director of Instruction


Superintendent

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

AP with WE Service

2017-18 PARTICIPATION AUTHORIZATION FORM

<http://www.collegeboard.org/apwe>
Questions? Contact apwe@collegeboard.org

Submit form to apweform@collegeboard.org with subject
<State (Country if International), School or District>
Please submit only ONE form for your school or district.
Teachers receive instructions to access materials, at the email
address they provided in the application, in spring 2017.

DISTRICT INFORMATION (required if signed at the district level)

District Name

District Address

City, ST, Zip

Country

PILOT TEACHER INFORMATION

Teacher Name

Teacher High School

Course/s Piloting

- ☐ AP Computer Science A
- ☐ AP European History
- ☐ AP Environmental Science
- ☐ AP Human Geography
- ☐ AP Spanish Language and Culture
- ☐ AP Studio Art: 2D Design

SCHOOL INFORMATION (required if signed at the school level)

School Name

School Address

City, ST, Zip

Country

PILOT TEACHER INFORMATION

Teacher Name

Teacher High School

Course/s Piloting

- ☐ AP Computer Science A
- ☐ AP European History
- ☐ AP Environmental Science
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- ☐ AP Studio Art: 2D Design

As the signatory, I verify that I allow Pilot teacher/s to access one Pilot Unit of Instruction and Student Recognition Rubric starting in the spring of 2017 for use in their course in the 2017-18 academic year.

I verify that I allow students who participate in the Pilot teacher's classrooms to spend up to ten (10) hours of in class and the required (20) hours of out of class time on fulfilling service-related course requirements, and obtain applicable consents for any off-site service-learning activities.

I am responsible for ensuring that participation in any activities outside of school hours or off school property are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.

I am authorized to approve participation of this teacher on behalf of the district or school indicated. I understand and accept the terms and conditions outlined in the Terms and Conditions section on page 2 of this form.

PILOT TEACHER INFORMATION

Teacher Name

Teacher High School

Course/s Piloting

- ☐ AP Computer Science A
- ☐ AP European History
- ☐ AP Environmental Science
- ☐ AP Human Geography
- ☐ AP Spanish Language and Culture
- ☐ AP Studio Art: 2D Design

SIGNATORY INFORMATION (Required)

Name

Title

Signature (digital ok)

Date

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Below are the terms and conditions for your participation in AP[®] with WE Service.

By participating in CB's AP[®] with WE Service program, you ("You") accept the terms of this Agreement. Should You fail to comply with these requirements, the CB (CB) will terminate online access without liability. If You subscribe to AP[®] with WE Service pursuant to a separate written contract or order form with the CB ("CRS Agreement"), the terms of the separate written CRS Agreement between the CB and You for AP[®] with WE Service supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

AP[®] with WE Service Pilot Overview. The CB has collaborated with WE, an international charity and education partner, to develop instructional approaches for teachers and students to explore a service component by using instructional modules and information resources connected with certain AP subjects, and to allow participating students to receive acknowledgment of such participation on high school transcripts and to institutions of higher education (the "Pilot").

Scope. The CB shall provide the services in exchange for Your participation in the Pilot, as set forth in this Agreement (the "Services"). You understand that this is a pilot arrangement, and the CB is under no obligation to make this a generally available offering.

Your Obligations.

Permit participating schools to opt in to use "AP[®] [course subject] with WE Service" on their high school transcripts. The CB hereby grants to You a limited, non transferable, non-exclusive, non-assignable license to use "AP[®] with WE Service" on the transcript for each student participating in the Pilot.

Complete the online tutorial (no more than ninety (90) minutes), during Spring or Summer 2017, on how to implement the Pilot. Each teacher will elect a time of his/her choosing to complete the webinar or be invited to a group training session.

Use the provided platform to track and communicate student's completion of the service component of the Pilot.

Provide the CB with names of students who have successfully completed the coursework and are taking the AP examination in order for the College Report to notify institutions of higher education, as directed by the student, to indicate student's successful participation in "AP[®] with WE Service".

In the event You furnish information to the CB online, You are responsible for obtaining any and all consents.

FOR INTERNATIONAL SCHOOLS: The CB System operates on a service platform that is located in the United States. Therefore, information will be transferred from your location to the United States. Notwithstanding any provision to the contrary contained in this Agreement, You represent and warrant to the CB that You will conduct Your obligations under this Agreement in accordance with all applicable laws and regulations, including, without limitation, any restrictions on the transmission of data overseas or the collection of information from students. You shall not submit to the CB any personally identifiable information, including first and last names of students, date of birth and unique identifier numbers, online but instead the parties shall mutually agree on a satisfactory manner for the transmission of such data in accordance with applicable laws and regulations, including without limitation, the provision of student names who have successfully completed the coursework and are taking the AP examination as noted herein.

Your Representations.

You represent and warrant that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE CB HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CB AND ITS AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE CB PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE CB OR ITS AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE CB UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL THE CB AND ITS AFFILIATES HAVE ANY LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CB AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY YOU.

Intellectual Property Ownership. You agree and acknowledge that all intellectual property created by CB and provided to You, including, but not limited to, any CB modules, publications, reports, all components of surveys and assessments such as survey and assessment questions, documents, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the CB (collectively "CB IP"). You agree and acknowledge all intellectual property created by WE, marked as such, and provided to the CB or You under this Agreement, including, but not limited to, any WE publications, reports, documents, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of WE (collectively "WE IP", and collectively with CB IP, the "Pilot IP").

For the term of this Agreement, the CB hereby grants You a limited, nonexclusive, nontransferable, non-assignable, non-publishing license to use the Pilot IP in conjunction with and for the duration of the Agreement. You are prohibited from using the Pilot IP for any other purpose without the express written consent of the CB. CB agrees to protect, defend, indemnify, and hold harmless You, your officers, and your employees from and against any and all claims, damages, actions, liabilities, or attorney's fees arising out of any allegation by a third party that Your use of the Pilot IP within the scope of this Agreement violates the third party's intellectual property rights or any agreement between CB and such third party.

Proprietary Rights. The CB and its service providers have expended substantial time, effort, and funds for the Pilot. You acknowledge and agree that the CB or CB affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in the Pilot materials and the information, images, and other content (collectively, "Content") provided. Certain materials specifically designated as belonging to another party are not owned by the CB. No copyrighted material or other Content may be performed, distributed, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials without express written permission of the CB or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the CB's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the CB. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Pilot, use of the Pilot, or access to the Pilot.

You shall be responsible for ensuring that all students and teachers comply with the terms of this Agreement. If You violate any of the provisions hereof, the CB shall have the right to terminate your right to participate in AP with WE Service, without waiver of any other remedy, whether legal or equitable.

Except for the license expressly granted herein, You shall have no rights to or other interests in the website, materials or Content. The CB reserves all rights not explicitly granted to You under this Agreement.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Fees/Term. The term of this Agreement will be for a period commencing June 1, 2017 ending on July 15, 2018 (the "Term"). The CB shall have the right to terminate this Agreement immediately: 1) if You breach any of Your representations; or 2) if You violate Your obligations prescribed under the Intellectual Property Sections of this Agreement. There are no fees for the AP with WE Service Pilot. This Agreement supersedes any conflicting terms and conditions contained elsewhere.

Termination/Rights after Termination. If this Agreement, the Pilot, or any Services, license, or product hereunder is terminated for any reason, all rights granted to You with respect to the licenses, Services and products shall cease, and You shall immediately cease all use of any Pilot IP. The parties agree that their respective ongoing obligations hereunder, including without limitation with respect to confidentiality, shall survive the termination of this Agreement. The CB shall have the right to terminate the AP with WE Service Pilot, or any specific subject matter, at any time during this Agreement by providing thirty (30) days' written notice; provided, however, the CB will support the Pilot until the end of the academic year (July 31, 2018).

List additional teachers here.

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