

**2025-2028 Dual Enrollment Articulation Agreement**  
**Between Flagler School District and**  
**The University of North Florida Board of Trustees**

**THIS AGREEMENT**, hereinafter referred to as (“Agreement”), is entered into by and between Flagler Schools, hereinafter referred to as (“Flagler”) and The University of North Florida Board of Trustees, hereinafter referred to as (the “University”).

**WHEREAS**, the Commissioner of Education has encouraged enhanced articulation agreements among public schools, community colleges, and universities and has provided comprehensive guidelines for such agreements in Section 1007.271 (21), Florida Statutes; and

**WHEREAS**, the University and Flagler desire to enjoy a harmonious working relationship compelling enhanced articulation between the two entities thereby encouraging students to participate in an academically rigorous course of study and facilitating educational opportunities for students who are served by the two entities.

**NOW, THEREFORE, BE IT RESOLVED** that Flagler and the University agree to the following:

- A. **Ratification of articulation between the University and Flagler.** This Agreement replaces any existing agreements between Flagler and the University dealing with Dual Enrollment and/or articulation matters.
  
- B. **Parent and student notification process about student participation in the Dual Enrollment program.** Flagler shall be responsible for informing eligible secondary students and their parents of Dual Enrollment (as defined below) as an educational option and mechanism for acceleration, including eligibility criteria, and the process by which students exercise their option to participate in Dual Enrollment. This information shall be included annually in each high school’s curriculum guide, programs of study, student progression plan, and/or course catalog. The University shall work with Dual Enrollment high school contacts to provide information for their curriculum guides/progression plans/course catalogs.
  
- C. **Programs and courses available to students eligible for Dual Enrollment.** “Dual Enrollment” is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree. “Early admission” is full-time early college dual enrollment for eligible secondary school students qualifying for such a program under provisions of subsection 1007.271(2), F.S. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a Dual Enrollment student. s. 1007.271(1), F.S.

*Course Offerings:* Dual Enrollment college credit courses are recommended to the State Board of Education by the State Articulation Coordinating Committee as meeting high school graduation requirements. The *Dual Enrollment Course – High School Subject Area Equivalency List* states the relationship between high school and college course subject areas and dictates the awarding of credit for said classes. This list is not a limit to the total number of Dual Enrollment courses that may be available at the University. Courses and programs may be added, revised, or deleted at any time by the University. All courses in the Statewide Course Numbering System, with the exception of remedial courses and physical education skills courses, can be used for Dual

Enrollment credit and count toward high school graduation, including electives. Physical education, college preparatory, and non-credit courses in addition to courses within selected specialized admission programs are excluded from this Agreement, as are courses with activities that presume an adult-level of maturity and personal responsibility such as study abroad. Students will be administratively registered on the space-available registration day and only into the courses identified on the application, so long as seats are available in those courses. The Dual Enrollment Student may not be permitted to pay to take any college courses.

**D. Process for students and their parents to elect to participate in the Dual Enrollment program.**

*Application procedure:* To participate in the University/Flagler Dual Enrollment program, eligible high school students will be required to first meet with their school's guidance counselor or district's Dual Enrollment representative. The school counselor or district representative will confirm that the student has the appropriate class standing, minimum college placement test scores, and GPA to be eligible for Dual Enrollment prior to the student applying to the University. Students will then apply online and ensure that all application checklist materials are provided. Application materials may be uploaded to the online application system. Materials include an official high school transcript, official test scores (if not already printed on the high school transcript), and a completed *High School Application Signature* form signed by the school counselor or district Dual Enrollment representative, student, and parent/guardian. A complete application and materials are due to the University by published due dates posted on the UNF Application Deadlines [webpage](https://www.unf.edu/admissions/deadlines.html) at <https://www.unf.edu/admissions/deadlines.html>. Students are responsible for monitoring and complying with missing material request communications from the University. Application and registration deadlines will be strictly enforced. Dual Enrollment admission is valid for only one term and does not guarantee future Dual Enrollment admission. Students must reapply for each term in which they wish to participate.

*Withdrawing from a Course:* In order to ensure high school graduation is not compromised, Dual Enrollment students must coordinate all course withdrawal requests with their school guidance counselor or district Dual Enrollment representative. The counselor or representative will then notify the University on the student's behalf to withdraw the student from the course(s). All withdrawals must be completed by the University's withdrawal deadline. A grade of "W" for withdrawal will appear on the student's permanent college transcript. Dual Enrollment students who earn a "W" by withdrawing from a course will be subject to dismissal from the Dual Enrollment program. The withdrawal deadline is posted to the [UNF Academic Calendar](https://events.unf.edu/academic_calendar) found at [https://events.unf.edu/academic\\_calendar](https://events.unf.edu/academic_calendar). Withdrawal deadlines will be strictly enforced.

*Weighting of Dual Enrollment:* Flagler and the University will "weigh" Dual Enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated" (Section 1007.271, F.S.). UNF will weight accordingly for any future degree-seeking admissions purposes as well.

*Grade Forgiveness:* Students may not repeat Dual Enrollment courses in which they earned a grade of "W," "D," "F," or "NG". All grades including "W" for withdrawal will become part of the student's permanent record.

- E. Student eligibility requirements for participation in the Dual Enrollment program.** An eligible Flagler public school student must: (1) be enrolled in a Florida public school, pursuant to s. 1007.271(2) F.S.; and (2) sign the public school Dual Enrollment application.

Students eligible for Dual Enrollment must have completed the sixth (6<sup>th</sup>) grade, have a 3.0 unweighted high school GPA, and have SAT, ACT, PERT, Accuplacer, CLT or other legislatively approved scores that meet state mandated minimums per State Board of Education Rule 6A-10.0315.:

**SAT or Digital SAT (March 1, 2016, and thereafter):** 480 Mathematics; 490 Reading and Writing

**SAT (Prior to March 1, 2016):** 24 Math; 24 Reading; 25 Writing and Language

**ACT:** 19 Math; 19 Reading; 17 English

**PERT:** 114 Math; 106 Reading; 103 Writing

**Next-Generation ACCUPLACER (Through July 2022):** 242 Quantitative Reasoning, Algebra, and Statistics (QAS); 245 Reading; 245 Writing

**Next-Generation ACCUPLACER (Since August 2022):** 261 Quantitative Reasoning, Algebra, and Statistics (QAS); 256 Reading; 253 Writing

**CLT (Since August 2023):** 16 Quantitative Reasoning; 38 Sum of the Verbal Reasoning and Grammar/Writing

*Continued Eligibility:* To maintain eligibility for continued enrollment in college credit Dual Enrollment courses, students must maintain a 3.0 unweighted high school grade point average and a 2.0 college grade point average and must have continued approval by the Flagler Dual Enrollment contact or designee. Students who meet initial and subsequent eligibility criteria may become ineligible to participate in the Dual Enrollment program if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered. Additional requirements included in the Agreement may not arbitrarily prohibit students who have demonstrated the ability to master advanced courses from participating in Dual Enrollment courses. Dual Enrollment applications are valid on a semester-to-semester basis. Students must reapply for Dual Enrollment every semester. Prior acceptance into the program does not guarantee future acceptance.

- F. Delineation of high school credit earned for the passage of each Dual Enrollment course.**  
*Course Credit:* Students enrolled in Dual Enrollment courses shall earn both high school credit from Flagler and college credit from the University if they meet the minimum requirements for satisfactory completion of such courses. Students who complete a three (3) or four (4) credit hour Dual Enrollment course at the University with a passing grade will earn at least one-half (1/2) elective credit towards the high school diploma and/or designated subject credit.
- G. Process for informing students and their parents of college-level course expectations.**  
During the application process, Flagler will inform students of expectations including the fact that Dual Enrollment courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

- H. **Policies for procedures for determining exceptions to the required grade point averages on an individual student basis.** Section 1007.271(3), F.S. allows exceptions to the required GPA on an individual student basis if both parties agree. Students must submit a petition and letter that must be approved by the Flagler Dual Enrollment contact and University personnel. Student's coursework, college readiness, and other factors will be reviewed to determine if the student has the potential to be successful in the Dual Enrollment program.
- I. **Registration policies for Dual Enrollment courses.** After acceptance into the Dual Enrollment program, the Dual Enrollment Coordinator at the University will register public school students in specified Dual Enrollment courses. Students will be administratively registered on the space-available registration day and only into the courses identified on the application, so long as seats are available in those courses. Important registration dates can be found on the [UNF Academic Calendar](#). Application and registration deadlines will be strictly enforced as will the University's add/drop policies and deadlines.

*Maximum Course Load:* Dual Enrollment students may take a maximum of six (6) Dual Enrollment credit hours per term. The University offers Dual Enrollment courses only in the fall and spring terms. Students will be administratively registered on a space available basis into the courses listed on their application for admission. If the combined credits of courses listed on the application exceed the maximum allowed, then the high school counselor shall notify the University in which course(s) the student shall be registered so that the total credits combined are no more than six (6).

- J. **Faculty expectations and exceptions thereof.** Faculty assigned to teach a University of North Florida Dual Enrollment course must meet the faculty credential requirements stipulated in the University of North Florida Faculty Employment policy (2.0310P) before being assigned as the instructor of record. The University will provide guidance on how to use the online portal, myWings, for timely submission of student grades.

*Non-Discrimination:* The University shall not commit or permit discrimination or harassment on the basis of genetic information, race, color, religion, age, sex, disability, gender identity/expression, sexual orientation, marital status, national origin or veteran status in any educational, employment, social or recreational program or activity it offers.

*Faculty evaluation:* The appropriate University deans or their designee(s) will evaluate instruction and monitor student performance and student satisfaction in all Dual Enrollment classes using the same criteria for judging instructional quality as in effect in all classes offered at the University.

- K. **Student handbook expectations and exceptions thereof.** Dual Enrollment courses are college courses with comparable content and learning outcomes expected of all other college courses identified with the same statewide course prefixes and numbers without exception s.1007.271(6) F.S. The appropriate University Dean (or designee) and Flagler representatives will jointly craft and review a protocol for assessing and reporting the extent or degree of student learning on each of the individual learning outcomes/objectives. This protocol should distinguish between what students do in order to earn an overall grade and what students must achieve with respect to each individual learning outcome/objective in order to earn a certain score or rating on each learning outcome/objective.

*Student Policies, Procedures, and Behavioral Expectations:* Students enrolled in Dual Enrollment classes will be subject to the student policies and procedures of both Flagler and the University. Should a conflict be identified as a result of either institution's policies or procedures, Flagler and the University will notify each other of any infractions and will jointly resolve the conflict while providing due process for students.

*Non-Discrimination:* The University shall not commit or permit discrimination or harassment on the basis of genetic information, race, color, religion, age, sex, disability, gender identity/expression, sexual orientation, marital status, national origin or veteran status in any educational, employment, social or recreational program or activity it offers.

**L. Determination of student eligibility and monitoring of student performance.**

*High School Guidance Services:* The Flagler School Board's guidance staff will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the first priority. Flagler school/district staff shall be responsible for procedures pertaining to student college readiness testing. The school's counselor or Flagler district Dual Enrollment representative will check the unweighted GPA of Dual Enrollment students to confirm that GPA qualifications are met for initial screening and continued participation.

**M. Student grades and records.**

*Student grades:* Dual Enrollment instructors are expected to submit student grades via myWings by term deadlines posted on the [UNF Academic Calendar](#).

*Student Records:* The University and Flagler agree to share student data consistent with the restrictions imposed by state and federal laws and statutes. The purpose of this sharing will be to inform students of educational opportunities, monitor academic achievement, measure program effectiveness and facilitate ongoing research. Each organization agrees to treat such shared student information as confidential and agrees not to release personally identifiable information to third parties, except as permitted by law.

*FERPA:* The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than Flagler and the University. Flagler agrees to provide guidance to its representatives with respect to complying with FERPA. Both parties agree to maintain strict confidentiality of students' activities and their records in accordance to both parties' policies and procedures and applicable state and federal laws and regulations.

**N. Delineation of cost.**

*Full-Time equivalency funding:* Flagler shall be eligible for the FTE funding in accordance with Florida law and rules. For Dual Enrollment courses offered on the University campus and online, Flagler shall pay the standard tuition rate per credit hour from the Florida Education Finance Program (FEFP). Flagler will compensate Flagler district personnel acting as Dual Enrollment adjunct faculty for the University as part of their regular teaching load at the high school campus. Flagler will compensate the University for the costs of University instructional personnel, per the

current cost for part-time or full-time faculty instruction, who teach at the high school campus at Flagler's request.

*Add/Drop and Withdrawal Policy:* Students may add or drop a course during the Add/Drop window denoted on the [UNF Academic Calendar](#). Flagler will not be assessed tuition for students who drop a course during Add/Drop. After the conclusion of Add/Drop, students may withdraw from a course at any time prior to the University's withdrawal deadline posted on the [UNF Academic Calendar](#). A grade of "W" will appear on the student's college transcript. Withdrawing from a course will not negatively impact the student's college academic standing; however, the "W" will appear on the student's permanent college transcript. Students who earn a "W" by withdrawing from a course will be subject to dismissal from the Dual Enrollment program. Flagler will be responsible for tuition for students who withdraw from a course after the conclusion of Add/Drop.

*Student Fees:* Any student enrolled in the Dual Enrollment program shall be exempt from the payment of textbook, registration, tuition, and laboratory fees. Students are responsible for other University fees (e.g. activity fees, parking fees and fines, etc.) as applicable.

*Instructional Materials:* In accordance with s. 1007.271 F.S., instructional materials, including digital integrated course materials, for Dual Enrollment courses shall be made available to public high school students free of charge. Payment for required textbooks for classes conducted on the high school campuses or at the University will be through Flagler. All instructional materials, including tangible and digital, shall be the property of the governing board of the purchaser.

*Payment of tuition:* The University will send Flagler an invoice, in accordance with s.1007.271 F.S., of the student's standard tuition rate the business day following the University's final day of Add/Drop. Flagler will submit payment to the University no later than the week midterm grades post, according to the [UNF Academic Calendar](#).

*Payment of instructor salary:* The University will send Flagler an invoice, in accordance with s. 1007.271 F.S., of the instructor's salary the business day following the University's final day of Add/Drop. Flagler will submit payment to the University no later than the week midterm grades post, according to the [UNF Academic Calendar](#).

University address to send payment of invoice:

University of North Florida  
Attention: Registrar's Office  
1 UNF Drive, Hicks Hall  
Jacksonville, FL 32224

- O. **Student transportation.** Students will be responsible for providing their own transportation to and from Dual Enrollment courses taken at the University. Flagler is responsible for providing transportation for students taking Dual Enrollment courses at the high school site in accordance with current transportation guidelines of Flagler. The student is responsible for any fees or fines related to parking.

- P. **Accessibility Services and Resources.** The University does not discriminate on the basis of disability in admission or access to its programs or activities. The University's Student Accessibility Services (SAS) ensures that all students with disabilities have equal access to educational opportunities at the University of North Florida. Visit the SAS [webpage](https://www.unf.edu/sas/) for more information at <https://www.unf.edu/sas/>.
- Q. **Independent Contractor.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.
- R. **Non-Exclusivity.** This Agreement shall not prevent either party from developing joint programs or contracting for specific instructional services with any other entity or agency.
- S. **Amendments and Modifications.** This agreement (i) contains the full and complete understanding between the parties hereto with respect to the subject matter hereof, (ii) supersedes all prior agreements and understandings whether written or oral pertaining thereto and (iii) cannot be modified or amended except by a written instrument signed by each party hereto. The Agreement is subject to all applicable Florida laws, rules and regulations and may be changed by the parties as a result of actions by the Florida Legislature, the Florida Department of Education, the Florida Board of Governors, the University of North Florida Board of Trustees, or the Flagler County School Board.
- T. **Term.** The Agreement shall be effective upon being signed by both parties and shall continue in full force until terminated, modified, or renewed. The Agreement shall be reviewed annually or as needed if modification is requested by either party. Pursuant to Section 1007.235(21) F.S., the parties shall cooperate to review this Agreement annually in the fall term. This Agreement may be terminated by either party without cause by giving 60 days written notice of termination, provided, however, that the Agreement shall remain in effect as to courses students are then taking for the duration of the courses then in progress. Any provisions of this Agreement found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provisions hereof. Both parties agree to review / revise the agreement if impacted or altered by enacted legislative changes.
- U. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entered into and to be fully performed therein, without reference to conflict of laws principles. In the event any suit, action or proceeding is brought by either party with respect to this Agreement, such action, suit or proceeding shall be brought in a Florida state court located in Flagler County, Florida or in the United States District Court for the Middle District of Florida, Jacksonville Division, as the party bringing the suit, action or proceeding may elect and both parties hereby accept and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding. In addition, both parties hereby irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of this Agreement or any judgment entered by any court in respect of any

part thereof brought in the State of Florida and hereby irrevocably waive any claim that any suit, action or proceedings brought in Flagler County, Florida, has been brought in an inconvenient forum. Nothing contained in this Agreement shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agencies and public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28 F.S.

V. **Transfer Guarantees.** The Department of Education's Dual Enrollment Transfer Guarantees document is available at [Dual Enrollment \(fldoe.org\)](http://fldoe.org).

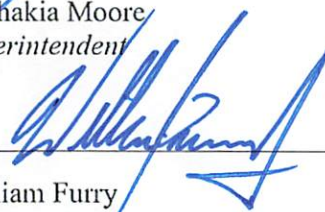
W. **Participants and Combining Classes.** Dual Enrollment course taught online or on a high school campus may not be combined with any non-college credit high school course. Participation in any Dual Enrollment course is limited to students admitted by the University only.

IN WITNESS THEREOF, the parties have executed this Agreement on the date and by testament of the signatories below.

**FLAGLER SCHOOLS DISTRICT**

  
\_\_\_\_\_  
Date 12.17.24

LaShakia Moore  
Superintendent

  
\_\_\_\_\_  
Date 12/17/24

William Furry  
Board of Education



UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

*K Patterson*

Date *10.14.2024*

*KSC*  
Karen Patterson, Ph.D.  
*Provost and Vice President for Academic Affairs*

**Addendum A**  
to the Dual Enrollment Articulation Agreement  
Between Flagler County Schools and  
The University of North Florida Board of Trustees

1. **High School Virtual Teaching Academy:** Dual enrollment students may only enroll in those courses approved by the District and the College of Education and Human Services. The intent of this program is to create a pipeline for an increased number of teachers in northeast Florida, especially rural areas, by introducing high school students to the teaching profession.

As expressed in s. 1007.271 (1), F.S., “Dual Enrollment” is the enrollment of a student in a postsecondary course creditable toward high school completion. The school district asserts the courses articulated on this addendum are in compliance with s. 1007.271 (1), F.S.

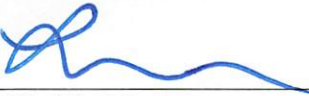

The University provides instruction for the dual enrollment classes articulated in this addendum under the High School Virtual Teaching Academy program. The school district is not responsible for tuition payment for the classes articulated in this addendum only.

*Funding sources:* Fla Stat 1007.271(21)(n)(1) dictates that, when applicable, the district’s payment to the institution will come from funds provided in the Florida Education Finance Program. For dual enrollment course instruction that does not take place on University’s campus and is not provided during the fall or spring term, the District may choose to, but shall not be required to, utilize alternative sources of funding. Any utilization of alternative sources of funding must be agreed upon in advance by both parties.

*Participants and Combining Classes:* Dual enrollment courses taught online or on a high school campus may not be combined with any non-college credit high school course. Participation in any dual enrollment course is limited to admitted applicants only.

Online Course for Flagler Co. High Schools	UNF College	Program	Date Implemented
EDF1005: Introduction to Teaching Profession	College of Education and Human Services	High School Virtual Teaching Academy	
EDF2085: Introduction to Diversity for Educators	College of Education and Human Services	High School Virtual Teaching Academy	
EME2040: Introduction to Technology for Educators	College of Education and Human Services	High School Virtual Teaching Academy	
LDR3003: Introduction to Leadership	College of Education and Human Services	High School Virtual Teaching Academy	

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

	<u>12/17/24</u>		<u>12.17.24</u>
LaShakia Moore Superintendent Flagler County Schools	Date	William Furry Board of Education Flagler County Schools	Date

	<u>10.14.2024</u>
Karen Patterson, Ph.D. Provost and Vice President for Academic and Student Affairs University of North Florida Board of Trustees	Date

**AMENDMENT ONE BETWEEN THE SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA  
AN UNIVERSITY OF NORTH FLORIDA (UNF) FOR ONLINE EDUCATION SERVICES**

**Additional Terms and Condition Rider to Agreement between University of North Florida  
and Flagler County School District Academic Year 2025-2028  
(Required by Florida Law – Rule 6A-1.0955)**

This Amendment (“Rider”) is entered into by and between The School Board of Flagler County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110, hereinafter referred to as “FCSB” or “School Board” and UNF, a Not-for-Profit Corporation (or Corporation organized and existing under the laws of the State of Florida), whose principal address is 1 UNF Drive, Hicks Hall Jacksonville, FL 32224, hereinafter referred to as “Contractor” (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. The Parties entered into the Agreement between University of North Florida and Flagler County School District Academic Year 2024-2027, to provide concurrent/dual enrollment course work to support career pathways.

B. Florida Administrative Rule 6A-1.0955 went into effect on November 22, 2022, requiring additional terms and conditions related to contracts for online education technology in the collection, use and disclosure of students’ personally identifiable information (“PII”).

C. The Original Agreement is an online educational service that contains student PII, subject to Rule 6A-1.0955, F.A.C.,

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. Pursuant to Rule 6A-1.0955, Attachment A is hereby incorporated into the Original Agreement and made a part thereof.
3. Pursuant to Rule 6A-1.0955, Exhibit B of the Attachment A shall be maintained and Provider to notify the School Board and update Exhibit B if there are any changes to the system that impacts students’ PII to ensure proper notification is provided in accordance with applicable law.
4. Failure to notify the School Board shall constitute default and a material breach of the Agreement which may result in immediate termination without penalty to the School Board.

5. The effective date of this Amendment shall be the date of complete execution by the Parties.

6. This Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

School Board:

  
\_\_\_\_\_  
William Furry, Chairperson

Contractor: University of North Florida Board  
of Trustees

  
\_\_\_\_\_  
By: Karen Patterson, Ph. D. *KAP*

Title: Provost and Vice President for  
Academic Affairs

Date: 12/17/24

Date: 10.14.2024

**Attachments:** (list all attachments with the exact title of the document)

Attachment A, Data Sharing and Privacy Agreement

Attachment N/A, Statement of Work or Proposal #, [Title]

Contractor Contact Name: Karen Patterson, Ph. D.

Phone Number:

Email Address:

**AMENDMENT BETWEEN THE SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA AND  
UNF FOR ONLINE EDUCATION SERVICES**

**ATTACHMENT A  
STANDARD STUDENT DATA PRIVACY AGREEMENT**

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This Student Data Privacy Agreement (“DPA”), as developed by the Student Data Privacy Consortium (“SDPC”) and as modified by The School Board of Flagler County, Florida is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

The School Board of Flagler County, Florida, located at 1769 E. Moody Blvd.,  
Bldg. 2, Bunnell, FL 32110

and

University of North Florida, located at 1 UNF Drive, Hicks Hall Jacksonville, FL  
32224 (the “Provider”).

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), and applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
  
2. **Special Provisions. *Check if Required***

- If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
  - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**.
  - If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the Supplemental State Terms or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
  4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.
  5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").
  6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Jeff Reaves

Title: Director of Teaching and Learning

Address: 1769 East Moody Blvd Bldg 2 Bunnell, FL 32110

Phone: 386-427-7526

Email: reavesj@flaglerschools.com

The designated representative for the Provider for this DPA is:

Name: Karen Patterson, Ph. D.

Title: Provost & Vice President for Academic Affairs

Address: 1 UNF Drive, Hicks Hall Jacksonville, FL 32224

Phone:

Email:

**IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.**

**LEA: The School Board of Flagler County, Florida**

**By: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Printed Name: Jeff Reaves Title/Position: Director of Teaching and Learning**

**Provider: University of North Florida Board of Trustees**

**Printed Name: Karen Patterson, Ph. D.**

**Title/Position: Provost & Vice President for Academic Affairs**

## STANDARD CLAUSES

Version 1.0

### ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state



law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

#### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior

written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **“Directive for Disposition of Data”** form, a copy of which is attached hereto as **Exhibit “D”**. If the LEA and Provider employ **Exhibit “D”**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit “D”**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to
  - (a) inform, influence, or enable Targeted Advertising; or
  - (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably

with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and

iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

#### ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is

conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit "H", the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit "H" will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or

otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

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## EXHIBIT "A"

### DESCRIPTION OF SERVICE

The services that the Provider may provide that qualify as "Online Educational Services" as defined by Rule 6A-1.0955 are set out below:

- UNF Online Office: <https://www.unf.edu/online/online-Programs.html>
- UNF CIRT Labs: <https://www.unf.edu/cirt/index.html>
- UNF Bookstore: <https://www.bkstr.com/northfloridastore/home>
- UNF Course Catalog: <https://www.unf.edu/catalog/>



**EXHIBIT "B"**

**SCHEDULE OF DATA**

<b>Category of Data</b>	<b>Elements</b>	<b>Check If Used by Your System</b>
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify:	X
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	X
	Observation data	X
	Other assessment data-Please specify:	X
Attendance	Student school (daily) attendance data	X
	Student class attendance data	X
Communications	Online communications captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	X
	Place of Birth	X
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X

<b>Category of Data</b>	<b>Elements</b>	<b>Check If Used by Your System</b>
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	X
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information-Please specify: Course registration, book information,	X
Parent/Guardian Contact Information	Address	X
	Email	X
	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	X
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	X

<b>Category of Data</b>	<b>Elements</b>	<b>Check if Used by Your System</b>
	Student disability information	X
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	X
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures, etc.	X

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:  Faculty perogative	X
Transcript	Student course grades	X
	Student course data	X
	Student course grades/ performance scores	X
	Other transcript data - Please specify:	X
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	

None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	
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**EXHIBIT "C"**

**DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term

“Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

**Student Generated Content:** The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents’ names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes “Personally Identifiable Information (PII),” as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit “B” is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student’s use of Provider’s services.

**Subprocessor:** For the purposes of this DPA, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Provider, who

Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

[Insert Name of District or LEA] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

\_\_\_\_\_Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

\_\_\_\_\_Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

\_\_\_\_\_Disposition shall be by destruction or deletion of data.

\_\_\_\_\_Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

**[Insert or attach special instructions]**

3. Schedule of Disposition

Data shall be disposed of by the following date:

\_\_\_\_\_As soon as commercially practicable.

\_\_\_\_\_By [Insert Date]

4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
Date



EXHIBIT "E"

**GENERAL OFFER OF TERMS**

**1. OFFER OF TERMS**

Provider offers the same privacy protections found in this DPA between it and **[Insert Name of Originating LEA]** ("Originating LEA") which is dated **[Insert Date]**, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

\*University of North Florida (UNF)

BY: KPatterson  
Ksc

Date: 10.14.2024

Printed Name: Karen Patterson, Ph. D.

Title/Position: Provost & Vice President for Academic Affairs

**1. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **[Insert Name of Originating LEA]** and the Provider. **\*\*PRIOR TO ITS**

EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\*

The School Board of Flagler County, Florida

BY: \_\_\_\_\_ 

Date: 12/17/24 \_\_\_\_\_

Printed Name: William Furry

Title/Position: School Board Chairperson

SCHOOL DISTRICT NAME: THE SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA

DESIGNATED REPRESENTATIVE OF LEA:

Name: Jeff Reaves

Title: Director of Teaching and Learning

Address: 1769 East Moody Blvd Bld 2 Bunnell, FL 32110

Telephone Number: 386-437-7526

Email: reavesj@flaglerschools.com

EXHIBIT “F”

**DATA SECURITY REQUIREMENTS**

Adequate Cybersecurity

Frameworks 2/24/2020

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* (“Cybersecurity Frameworks”) that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

**EXHIBIT "G"**

**Supplemental SDPC State Terms for [State]**

Version \_\_\_\_\_

[The State Supplement is an *optional* set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (Exhibit "H" in this proposed structure).]

## EXHIBIT "H"

### **Additional Terms or Modifications**

**THIS EXHIBIT "H"** effective simultaneously with attached Student Data Privacy Agreement ("DPA") between The School Board of Flagler County, Florida, (the "Local Education Agency" or "LEA") and University of North Florida, (the "Provider") is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. The second WHEREAS CLAUSE is amended to add "the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98)" after "15 U.S.C. § 6501-6506 (16 CFR Part 312)".
2. Paragraph 3 on page 1 is deleted in its entirety and replaced with the following: In the event of a conflict between the DPA Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including Provider Terms of Service or Privacy Policy, the terms of Technology Master Service Agreement, and then this DPA shall control.
3. The last sentence of Article II, Paragraph 1 is amended as follows: Provider agrees that for purposes of this Agreement, it will be designated a "School Official," under the control and direction of the LEA as it pertains to the use of Student Data, with "legitimate educational interests" as those terms have been interpreted and defined under FERPA. Provider may transfer student-generated content to a separate account, according to the procedures set forth below. Provider agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service for the LEA.
4. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and agreements with LEA upon LEA's request.
5. Article III, Paragraph 1 is amended to add the following sentence: LEA will allow Provider access to Student Data necessary to perform the Services and pursuant to the terms of this DPA and in compliance with FERPA, COPPA, PPRA, and all other privacy statutes cited in this DPA.

6. Article IV, Paragraph 1 is amended to add the following sentence: The Parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the LEA pursuant to this Agreement. The Provider shall comply with all applicable State and Federal laws and regulations pertaining to Student Data privacy and security, including FERPA, COPPA, PPRa, Florida Statutes Sections 1001.41 and 1002.22, and all other privacy statutes cited in this DPA. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of the contract, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records
7. Article IV, Paragraph 2 is amended to add the following sentence: Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta Student Data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
8. Article IV, Paragraph 7 is deleted in its entirety and replaced with the following: Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from generating legitimate personalized learning recommendations.
9. Article V, Paragraph 1 is deleted in its entirety and replaced with the following: Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored. Provider shall not, without the express prior written consent of District: Transmit Student Data or PII to any Providers or Subprocessors located outside of the United States; distribute, repurpose or share Student Data or PII with any Partner Systems not used for providing services to the LEA; use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any


commercial purpose [or for any other purposes]; use PII or any portion thereof to develop commercial products or services; use any PII for any other purpose other than in connection with the services provided to the LEA; and engage in targeted advertising, based on the Student Data collected from the LEA.

10. Article VII, is hereby amended to add Paragraph 10 as follows: **Assignment.** None of the parties to this DPA may assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other party to this DPA.

11. Article VII, is hereby amended to add Paragraph 11 as follows: **Click through.** Any “click through” terms and conditions or terms of use are superseded by the Technology Master Service Agreement and this DPA, and acceptance of the terms and conditions or terms of use through the “click through” do not indicate acceptance by the entity.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

Local Education Agency:  
**Flagler County School Board**

  
\_\_\_\_\_  
William Furry, Chairperson

Provider: University of North Florida Board of Trustees

\_\_\_\_\_  
By: Karen Patterson Ph. D.

Title: Provost and Vice President for Academic Affairs

Date: 12/17/24

Date: \_\_\_\_\_

