

Regular Session
Bulloch County Board of Education
William James Educational Complex
Board Room
Thursday, June 10, 2021
5:30 p.m. REACH Scholar Reception
6:30 p.m. Board Meeting

Agenda
(The Board requests all cell phones be silenced.)

Call to Order

Moment of Silence/Pledge of Allegiance

Special Recognition

REACH Scholar 2021 Graduates

Board Member Comments

Public Participation

The public may address the Board of Education concerning issues other than specific student or individual matters. A three-minute time limit will be imposed for each speaker. A timer will be set and appear on the screen and a buzzer will sound when time expires. At this point, the speaker will have 10 seconds to conclude remarks. If remarks are not concluded, the speaker will be thanked for their comments and asked to yield the floor. Passing of time to another person is not allowed.

No speaker shall indulge in personal attacks while speaking. All comments are to be addressed directly to the Board of Education. Personnel concerns may be addressed in writing to the Superintendent or Chairman of the Board of Education. The board cannot vote, comment or respond to issues or comments made during public participation.

Superintendent's Report

2021-2022 Return to School Plan Update

Amend/Adopt the Agenda

A. Consent Agenda

- | |
|--|
| <ol style="list-style-type: none">1. Board Minutes: May 6, 2021 Special Session
May 13, 2021 Regular Session
May 20, 2021 Work Session2. Board Member Payroll for May 20213. Financial Report for April 2021 |
|--|

B. Old Business

FY2022 Final Budget Adoption

C. New Business for Approval

Coaches Academy and Executive Coaching

D. New Business to be placed on the table

Policy IDE(3) Competitive Interscholastic Activities, Grades 6-12 - *Revision*

E. Executive Session

F. Return to Open Session

G. Personnel Recommendations

H. Adjournment

Superintendent's Report

Consent Agenda

Bulloch County Board of Education
Minutes of Special Session Board Meeting
May 6, 2021

The Bulloch County Board of Education met in a Special Session on Thursday, May 6, 2021 at 5:00 p.m. in the Board Room at the Central Office for a Student Disciplinary Hearing Appeal.

Board Chairman Mike Sparks called the meeting to order at 5:00 p.m. Board members present were as follows: Glenn Womack, Stuart Tedders, Mike Sparks, Heather Mims, Jay Cook, Glennera Martin, Superintendent Charles Wilson. The Board Chairman served as the hearing officer. April Newkirk and Maurice Hill were absent.

Upon motion by Jay Cook, and second by Glenn Womack, the Board voted to enter into executive session to review an appeal from a Student Disciplinary Hearing; (O.C.G.A. § 20-2-757); To consider a matter involving the disclosure of personally identifiable information from a student's educational records; (20 USC § 1232g); and to discuss records that are otherwise protected from disclosure under the Open Records Act and there is no reasonable means to consider the records without closing the meeting; (O.C.G.A. § 50-14-3-(b)(4)) regarding D.C. (6:0) (Yes – Glenn Womack, Stuart Tedders, Mike Sparks, Heather Mims, Jay Cook) Board members present at the time of executive session were as follows: Glenn Womack, Stuart Tedders, Mike Sparks, Jay Cook, Heather Mims and Glennera Martin

Upon motion by Jay Cook, and second by Glennera Martin, the Board voted to return to open session. (6:0) (Yes - Glenn Womack, Stuart Tedders, Glennera Martin, Mike Sparks, Jay Cook, Heather Mims) Board members in attendance upon return to open session were as follows: Glenn Womack, Stuart Tedders, Mike Sparks, Glennera Martin, Jay Cook, Heather Mims

There being no further business, upon motion by Heather Mims, and second by Glennera Martin, the Board voted to adjourn. (6:0) (Yes - Glenn Womack, Stuart Tedders, Mike Sparks, Glennera Martin, Jay Cook, Heather Mims)

The Board affirmed (1) the student disciplinary hearing officer's decision finding E.S. guilty of the offense charged, and (2) the discipline of expulsion for the remainder of the 2020/2021 school year, with the option to attend the Transitions Learning Center.

Charles Wilson, Jr., Superintendent

Michael Alan Sparks, Vice Chairman

Bulloch County Board of Education
Minutes of Regular Session
May 13, 2021

The Bulloch County Board of Education met in a Regular Session Meeting on Thursday, May 13, 2021, at 6:30 p.m. in the cafeteria at the Central Office due to social distancing requirements. Board members present were as follows: Glenn Womack, Stuart Tedders, April Newkirk, Glennera Martin, Mike Sparks, Heather Mims, Jay Cook, Maurice Hill and Superintendent Charles Wilson.

Chairman Sparks called the meeting to order and led the Moment of Silence and Pledge of Allegiance.

There was no public participation.

After review and recommendation by the Superintendent, upon motion by Maurice Hill, and second by Jay Cook, the agenda was unanimously approved as presented. (8:0) Yes – Glenn Womack, Stuart Tedders, April Newkirk, Glennera Martin, Mike Sparks, Heather Mims, Jay Cook and Maurice Hill.

After review and recommendation by the superintendent, upon motion by Glennera Martin, and second by Stuart Tedders, the Board unanimously approved the Consent Agenda that consisted of the following: Surplus Buses: Lot #639 Bus #018; Lot #640 Bus #995; Lot #641 Bus #967; Lot #642 Bus #984; Lot#643 Bus #992; Lot #644 Bus #999; Lot #645 Bus #976 Board Minutes for April 15, 2021 Regular Session and April 29, 2021 Work Session; Board Member Payroll for April 2021; and the Financial Report for March 2021. (8:0) Yes – Glenn Womack, Stuart Tedders, April Newkirk, Glennera Martin, Mike Sparks, Heather Mims, Jay Cook and Maurice Hill

There was no old business.

After review and recommendation by the superintendent, upon motion by Heather Mims, and second by April Newkirk, the Board unanimously approved the FY2022 Tentative Budget. (8:0) Yes – Glenn Womack, Stuart Tedders, April Newkirk, Glennera Martin, Mike Sparks, Heather Mims, Jay Cook and Maurice Hill

After review and recommendation by the superintendent, upon motion by Glenn Womack, and second by Stuart Tedders, the Board unanimously approved the update/changes to the Five-Year Facilities Plan for the Southeast Bulloch Area Schools to include the following: 1) Build a new Southeast Bulloch High School 2) Convert the current Southeast Bulloch High School to become the new Southeast Bulloch Middle School, 3) Convert the current Southeast Bulloch Middle School to become a new Grades 4-5 Upper Elementary for all Southeast Bulloch area elementary schools, and 4) Convert the current Brooklet Elementary School, Nevils Elementary School and Stilson Elementary School to become K-3 schools (includes Pre-K). Doing this provides long-range capacity needed for all of the Southeast Bulloch area schools, while keeping them aligned, without imposing unnecessary rezoning upon the community (currently). (6:2) (6 Yes – Glenn Womack, Stuart Tedders, Glennera Martin, Mike Sparks, Heather Mims, Jay Cook; 2 No – April Newkirk and Maurice Hill)

There was no new business.

There was no executive session.

After review and recommendation by the superintendent, upon motion by Jay Cook, and second by Glenn Womack, the Board unanimously approved the Regular Personnel Recommendations as presented and are made a part of these minutes by reference. (Classified employees are employed at the will of the Board; certified employees are employed contingent upon the receipt of criminal background checks satisfactory to the Superintendent and Board.) (8:0) Yes – Glenn Womack, Stuart Tedders, April Newkirk, Maurice Hill, Glennera Martin, Heather Mims, Jay Cook and Mike Sparks.

After review and recommendation by the superintendent, upon motion by Stuart Tedders, and second by Jay Cook, the Board unanimously approved the 2021-2022 Contract Personnel Recommendations as presented and are made a part of these minutes by reference. (Classified employees are employed at the will of the Board; certified employees are employed contingent upon the receipt of criminal background checks satisfactory to the Superintendent and Board.) (8:0) Yes – Glenn Womack, Stuart Tedders, April Newkirk, Maurice Hill, Glennera Martin, Heather Mims, Jay Cook and Mike Sparks.

There being no further business, upon motion by Heather Mims, and second by Glenn Womack, the Board unanimously voted to adjourn the meeting. (8:0) Yes – Glenn Womack, Jay Cook, April Newkirk, Stuart Tedders, Maurice Hill, Glennera Martin, Mike Sparks and Heather Mims.

Charles G. Wilson, Jr., Superintendent

Michael Alan Sparks, Board Chair

Bulloch County Board of Education
Minutes of Board Work Session
May 20, 2021

The Bulloch County Board of Education met in a Work Session Meeting on Thursday, May 20, 2021, at 6:30 p.m. in the Transition Learning Center Cafeteria at the Central Office. Board Members present were as follows: Dr. Stuart Tedders, Mike Sparks, Glennera Martin, Heather Mims, Jay Cook, Maurice Hill and Superintendent Charles Wilson. Glenn Womack and April Newkirk were absent.

Chairman Mike Sparks called the meeting to order and led the Moment of Silence and Pledge of Allegiance.

During the work session portion of the meeting, Assistant Superintendent for School Improvement, Teresa Phillips and Executive Director of Curriculum and Instruction, Kelly Spence provided an overview regarding Multi-Tiered System of Support (MTSS).

After review and recommendation, upon motion by Glennera Martin, and second by Stuart Tedders, the Board approved the agenda as presented. (6:0) Stuart Tedders, Mike Sparks, Glennera Martin, Heather Mims, Jay Cook, Maurice Hill

After review and recommendation by the Superintendent, upon motion by Maurice Hill, and second by Jay Cook, the Board approved the Regular Personnel Recommendations as presented and made a part of these minutes by reference. (Classified employees are employed at the will of the Board; certified employees are employed contingent upon the receipt of criminal background checks satisfactory to the Superintendent and Board.) (6:0) Yes – Jay Cook, Stuart Tedders, Glennera Martin, Heather Mims, Mike Sparks and Maurice Hill

There being no further business, upon motion by Heather Mims, and second by Glennera Martin, the Board unanimously voted to adjourn the meeting. (6:0) Yes – Maurice Hill, Glennera Martin, Jay Cook, Mike Sparks, Stuart Tedders and Heather Mims

Charles G. Wilson, Jr., Superintendent

Michael Alan Sparks, Chairman

BULLOCH COUNTY BOARD OF EDUCATION
BOARD MEMBER PAYROLL
FOR THE MONTH OF: May 2021
June 2021 Payroll

NAME	CSI#	DATES	AMOUNT
Jay Cook	6712	5/6, 5/13, 5/20	300.00
April Newkirk	7882	5/13	100.00
Maurice Hill	1452	5/13, 5/20	200.00
Glennera Martin	6713	5/6, 5/13, 5/20	300.00
Heather Mims	5460	5/6, 5/13, 5/20	300.00
Michael Alan Sparks	2986	5/6, 5/13, 5/20	300.00
Stuart Tedders	7267	5/6, 5/13, 5/20	300.00
Glenn Womack	8343	5/6, 5/13	200.00
TOTAL			2,000.00

100-9990-2300-111-8010-0-06-000-00000

May 6, 2021- Special Called Session
May 13, 2021 - Regular Session
May 20, 2021 - Work Session

Student Disciplinary Hearing Appeal

Bulloch County Board of Education
Board Meeting Attendance Form
Regular/Called/Work Session

Date May 6, 2021

Jay Cook Jay Cook

Maurice Hill - Absent -

Glennera Martin Glennera Martin

Heather Mims Heather Mims

April Newkirk ABSENT

Michael Alan Sparks Michael Alan Sparks

Stuart Tedders Stuart Tedders

Glenn Womack Glenn Womack

Bulloch County Board of Education
Board Meeting Attendance Form
Regular/Called/Work Session

Date May 13, 2021

Jay Cook Jay Cook

Maurice Hill Maurice Hill

Glennera Martin Glennera Martin

Heather Mims Heather Mims

April Newkirk April Newkirk

Michael Alan Sparks Michael Alan Sparks

Stuart Tedders Stuart Tedders

Glenn Womack Glenn Womack

Bulloch County Board of Education
Board Meeting Attendance Form
Regular/Called/Work Session

Date May 20, 2021

Jay Cook Jay Cook

Maurice Hill Maurice Hill

Glennera Martin Glennera Martin

Heather Mims Heather Mims

April Newkirk Absent

Michael Alan Sparks Michael Alan Sparks

Stuart Tedders Stuart Tedders

Glenn Womack absent

To: Superintendent

From: Troy A. Brown, Assistant Superintendent of Business Services

Date: June 3, 2021

Re: April 2021 Financial Reports

Highlights for the General Fund revenues and expenditures are as follows:

- The large majority of our property tax revenues have been received. From now until next fall, we will have minimal collections in this area. We are on track to exceed budgeted revenue.
- Local Option Sales Tax (LOST) – We are still on track to exceed budgeted revenue for LOST. Current estimate of fiscal year collection will exceed budget by \$6.1 million. Sales in Bulloch County continues to be at all-time highs.
- State QBE revenues are being collected per the State's Adjusted FY '21 Budget.
- Expenditures in the General Fund were in line as they were budgeted. As of April 30, 2021, we have completed 83.33% of the fiscal year and our year-to-date expenditures are at 82.2% of total budget.

Please let me know if you have any questions after reviewing the attached reports.

Bulloch County Board of Education
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget vs. Actual
April 30, 2021
83.33 % Budget Completion

GENERAL FUND

	Budget	Actual		% of Budget
		Current Month	Year-To-Date	
Revenues				
Local Taxes	\$ 30,078,015	\$ 2,121,352	\$ 34,773,640	115.6%
Other Local Sources	\$ 1,225,500	\$ 42,429	\$ 826,100	67.4%
State Sources	\$ 58,927,472	\$ 6,008,733	\$ 52,450,373	89.0%
Federal Sources	\$ -	\$ -	\$ -	
Total Revenues	\$ 90,230,987	\$ 8,172,514	\$ 88,050,113	97.6%
Other Sources	\$ -	\$ -	\$ 663	0.0%
Total Revenues and Other Sources	\$ 90,230,987	\$ 8,172,514	\$ 88,050,777	97.6%
Expenditures				
Instructional Services	\$ 60,556,131	\$ 4,798,129	\$ 49,459,681	81.7%
Pupil Services	\$ 4,175,177	\$ 578,599	\$ 5,359,822	128.4%
Improvement of Instructional Services	\$ 2,105,977	\$ 205,768	\$ 1,704,191	80.9%
Educational Media Services	\$ 1,464,923	\$ 128,367	\$ 1,280,601	87.4%
General Administration Services	\$ 801,965	\$ 61,193	\$ 642,317	80.1%
School Administration Services	\$ 7,570,629	\$ 647,884	\$ 6,475,129	85.5%
Business Support Services	\$ 1,053,580	\$ 11,045	\$ 232,047	22.0%
Maintenance and Operation of Plant Services	\$ 8,426,376	\$ 814,723	\$ 7,003,889	83.1%
Student Transportation Services	\$ 5,853,413	\$ 483,842	\$ 4,600,435	78.6%
Central Support Services	\$ 1,781,332	\$ 72,018	\$ 339,466	19.1%
Other Support Services	\$ 164,579	\$ 30,386	\$ 113,955	69.2%
Total Expenditures	\$ 93,954,082	\$ 7,831,955	\$ 77,211,532	82.2%
Other Uses	\$ 411,242	\$ -	\$ -	0.0%
Total Expenditures and Other Uses	\$ 94,365,324	\$ 7,831,955	\$ 77,211,532	81.8%
Excess / (Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	\$ (4,134,337)	\$ 340,558	\$ 10,839,244	
Beginning Fund Balance - Unrestricted	\$ 23,000,000		\$ 25,050,776	
Less: Reserved Fund Balance	\$ (2,900,000)			
Ending Fund Balance - Unrestricted	\$ 15,965,663		\$ 35,890,021	

Bulloch County Board of Education
Combined Balance Sheet
April 30, 2021
(Cash Basis - Unaudited)

	General Fund	Special Revenue Funds	School Nutrition Fund	Debt Service Fund	Capital Projects Fund	School Activity Funds	Total All Funds
ASSETS							
Cash and Temporary Investments	\$ 35,876,884	\$ (3,961,899)	\$ 264,324	\$ 9,860,713	\$ 22,935,596	\$ 1,444,220	\$ 66,419,837
Due from Other Funds							\$ -
Due from State of Georgia	\$ 38,408	\$ 0	\$ 486,985	\$ -	\$ -		\$ 525,394
Accounts Receivable							\$ -
Interest Receivable							\$ 204,361
Inventory							\$ -
Fixed Assets							\$ -
Amount available in Debt Service Fund							\$ -
Amount to be provided for retirement of long-term debt							\$ -
Total Assets	\$ 35,915,292	\$ (3,961,899)	\$ 955,670	\$ 9,860,713	\$ 22,935,596	\$ 1,444,220	\$ 67,149,592

LIABILITIES AND FUND EQUITY							
Liabilities							
Accounts Payable	\$ 25,271	\$ -	\$ 411,475	\$ -	\$ -	\$ -	\$ 436,746
Due To Other Funds							\$ -
General Obligation Bonds Payable							\$ -
Total Liabilities	\$ 25,271	\$ -	\$ 411,475	\$ -	\$ -	\$ -	\$ 436,746

Fund Equity							
Investment in Fixed Assets	\$ 35,890,021	\$ (3,961,899)	\$ 544,195	\$ 9,860,713	\$ 22,935,596	\$ 1,444,220	\$ 66,712,845
Fund Equity							
Total Fund Equity	\$ 35,890,021	\$ (3,961,899)	\$ 544,195	\$ 9,860,713	\$ 22,935,596	\$ 1,444,220	\$ 66,712,845
Total Liabilities and Fund Equity	\$ 35,915,292	\$ (3,961,899)	\$ 955,669	\$ 9,860,713	\$ 22,935,596	\$ 1,444,220	\$ 67,149,591

Old Business

To: Superintendent and Board Members

From: Troy A. Brown, Assistant Superintendent of Business Services

Date: June 2, 2021

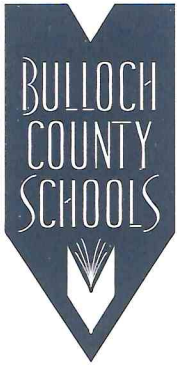
Re: FY 2022 Budget Adoption

I have attached the summary budget report that we will be asking you to adopt at the June 10, 2021 meeting. This is the same budget that you tentatively approved at the May 13, 2021 board meeting. Please let me know if you have any questions.

Bulloch County Board of Education
Combined Statement of Revenues, Expenditures and Fund Balance - All Funds
Budget for Fiscal Year Ended June 30, 2022

	GENERAL FUND	SPECIAL REVENUE FUNDS	SCHOOL NUTRITION FUNDS	CAPITAL PROJECT FUNDS	DEBT SERVICE FUNDS	TOTAL
REVENUES						
Property Taxes	\$ 23,272,000	\$ -	\$ -	\$ -	\$ 500	\$ 23,272,500
Sales Taxes	\$ 12,693,000	\$ -	\$ -	\$ -	\$ 12,693,000	\$ 25,386,000
State Funds	\$ 65,495,484	\$ 2,060,181	\$ 110,000	\$ -	\$ -	\$ 67,665,665
Federal Funds		\$ 28,627,522	\$ 4,355,000	\$ -	\$ -	\$ 32,982,522
Sale of Bonds		\$ -	\$ -	\$ -	\$ -	\$ -
Charges for Services		\$ -	\$ 754,760	\$ -	\$ -	\$ 754,760
Investment Earnings	\$ 23,000	\$ -	\$ 1,075	\$ 200,325	\$ 1,794	\$ 226,194
Miscellaneous	\$ 1,025,050	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,026,050
Total Revenues	\$ 102,508,534	\$ 30,687,703	\$ 5,221,835	\$ 200,325	\$ 12,695,294	\$ 151,313,691
EXPENDITURES						
Current						
Instruction	\$ 49,543,206	\$ 28,932,797	\$ -	\$ 2,745,211	\$ -	\$ 81,221,214
Support Services	\$ -					
Pupil Services	\$ 6,989,680	\$ 1,265,570	\$ -	\$ 99,729	\$ -	\$ 8,354,979
Improvement of Instructional Services	\$ 2,822,985	\$ 445,830	\$ -	\$ -	\$ -	\$ 3,268,815
Educational Media Services	\$ 1,487,570	\$ -	\$ -	\$ -	\$ -	\$ 1,487,570
General Administration	\$ 827,610	\$ 133,345	\$ -	\$ -	\$ -	\$ 960,955
School Administration	\$ 7,871,468	\$ -	\$ -	\$ -	\$ -	\$ 7,871,468
Business Administration	\$ 1,098,496	\$ -	\$ -	\$ -	\$ -	\$ 1,098,496
Maintenance and Operation of Plant	\$ 9,605,790	\$ 1,107	\$ -	\$ 1,775,017	\$ -	\$ 11,381,914
Student Transportation Services	\$ 6,501,401	\$ 202,527	\$ -	\$ 1,061,578	\$ -	\$ 7,765,506
Central Support Services	\$ 2,134,388	\$ -	\$ -	\$ 345,159	\$ -	\$ 2,479,547
Other Support Services	\$ 116,877	\$ 55,432	\$ -	\$ -	\$ -	\$ 172,309
Enterprise Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Services Operation	\$ -	\$ 4,545,133	\$ -	\$ -	\$ -	\$ 4,545,133
Capital Outlay	\$ -	\$ -	\$ -	\$ 10,503,799	\$ -	\$ 10,503,799
Debt Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Principal	\$ -	\$ -	\$ -	\$ -	\$ 7,985,000	\$ 7,985,000
Dues and Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ 1,155,000	\$ 1,155,000
Total Expenditures	\$ 88,999,471	\$ 31,036,608	\$ 4,545,133	\$ 16,530,493	\$ 9,140,000	\$ 150,251,705
Excess of Revenues over (under) Expenditures	\$ 13,509,063	\$ (348,905)	\$ 676,702	\$ (16,330,168)	\$ 3,555,294	\$ 1,061,986
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ -	\$ 348,905	\$ 60,000	\$ -	\$ -	\$ 408,905
Transfers Out	\$ (408,905)	\$ -	\$ -	\$ -	\$ -	\$ (408,905)
Total Other Financing Sources (Uses)	\$ (408,905)	\$ 348,905	\$ 60,000	\$ -	\$ -	\$ -
Net Change in Fund Balances	\$ 13,100,158	\$ (0)	\$ 736,702	\$ (16,330,168)	\$ 3,555,294	\$ 1,061,986
Fund Balances - Beginning	\$ 38,600,000	\$ -	\$ -	\$ 21,670,106	\$ 13,592,000	\$ 73,862,106
Less: Reserved Fund Balance	\$ (5,200,000)					
Fund Balances - Ending	\$ 46,500,158	\$ (0)	\$ 736,702	\$ 5,339,938	\$ 17,147,294	\$ 74,924,092

New Business for Approval



150 WILLIAMS ROAD, SUITE A
STATESBORO, GA 30458

PHONE
912/212-8500

FAX
912/212-8529

INTERNET
www.bullochschoools.org

EMAIL
boe@bullochschools.org

MEMORANDUM

TO: Charles Wilson, Superintendent

FROM: Teresa Phillips, Assistant Superintendent of School Improvement

DATE: June 10, 2021

RE: Coaches Academy and Executive Coaching

We recommend approval of the purchase of the Coaches Academy and Executive Coaching package in the amount of \$349,738 from Engage2Learn. The full proposal follows this memo. The proposal involves the new district instructional coaches, selected district and school administrators, and selected teachers. The focus of the instructional coaching is on effective Tier 1 instruction that is differentiated to meet students' needs resulting in gains in student achievement and engagement. The model utilizes a coaching academy for district instructional coaches, executive coaching for district and school leaders, and eSuite software for up to 100 subscribers.

The Engage2Learn (e2L) coaching methodology is performance-based and follows a standards-aligned coaching model for leaders and teachers to set goals, conduct a self-assessment or reality check, explore options utilizing the online eSuite system, choose which strategies they will commit to doing, and provide evidence of growth (see e2L proposal p. 4-5).

This partnership involves professional learning and job-embedded support through the coaching academy and executive coaching sessions. It also includes a subscription to the eSuite software.

Coaching Academy

- Training for teachers, coaches, administrators
- Coaching throughout the school year for 6 district instructional coaches and 3 district directors
- Coaching throughout the school year for 45 teachers

Executive Coaching

- Training for 6 school principals and 4 district leaders
- Coaching throughout the school year for 6 school principals and their leadership teams based on campus audits

eSuite licenses (see e2L proposal p. 11)

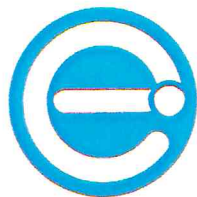
- eGrowe Coach - coaching log, badges and growth, professional learning rubrics
- eSuite Reports - coaching and growth analytics
- ePLC - library of professional learning resources aligned to best practices
- eLX - collaborative learner experience (rubrics, units, lesson planner)

The breakdown of fees and expenses can be found on p. 12 of the e2L proposal. The estimated project timeline can be found on p. 3 of the proposal. As mentioned previously, this is a component of our overall approach to closing the gaps for students to meet their academic, behavioral, and social-emotional needs. Please let me know if you have any questions.

Coaches Academy and Executive Coaching

A Proposal For Bulloch County Schools
Prepared: May 4, 2021

TIPS Contract # 200601



engage2learn

Introduction

This proposal is submitted upon request of Bulloch County Schools (BCS) and details a plan for Coaches Academy and Executive Coaching, that can be further customized in collaboration between Bulloch County Schools and engage2learn (e2L).

Deliverables Outcomes

Quarterly reporting on evidenced-based coach and leader growth on the e2L Coach Standards®	Growth in use of eGrove® Coaching Model
Increased leadership capacity for creating the ideal culture	Increased leader engagement and growth in creating culture
Highly effective 1-on-1, or small group, coaching conversations	Systems in place for Leadership team to have eGrove® coaching conversations with teachers
Coach and leader portfolios aligned to e2L Coach standards®	Increased sustainability of implementation of the Panther Pathway and aligned e2L Life Ready Practices® at the classroom level based on internal capacity for coaching and leadership
Increased internal coaching capacity for sustainability	Increased coach engagement and satisfaction as well as instructional leadership
Increased internal coaching capacity to facilitate initiatives over time	Increased leader engagement and growth in creating culture
Increased leadership capacity for creating the ideal culture	Increased teacher capacity for unit design
Custom designed units	

Estimated Project Timeline




Description	Timeline
Teacher Training 1 day <ul style="list-style-type: none"> Buerk Rubric Workshops and Best Practices Overview Up to 30 of teachers 	Summer 2021
Executive Training 2 days <ul style="list-style-type: none"> Up to 10 Campus Principals & District Leaders 	Summer 2021
Executive Coaching 18 days <ul style="list-style-type: none"> Up to 6 Campus Principals with leadership teams 6 sessions each 	2021-2022 School Year
Executive Campus Audit 3 days <ul style="list-style-type: none"> 6 campuses ½ day per campus Campus walks, Individualized Campus Systems Goals/Success Criteria Planning 	Summer/Fall 2021
Coaches Academy Training 2 days <ul style="list-style-type: none"> Up to 20 participants 	Summer 2021
Coaches Academy Coaching 42 days <ul style="list-style-type: none"> Up to 9 district-level coaches 7 sessions Coaching of 45 teachers included <ul style="list-style-type: none"> 5 teachers per coach 	2021-2022 School Year
BIPS Design Days (Buerk Individualized Planning System) 4 days <ul style="list-style-type: none"> Up to 30 teachers per day 	Summer 2021 2021-2022 School Year

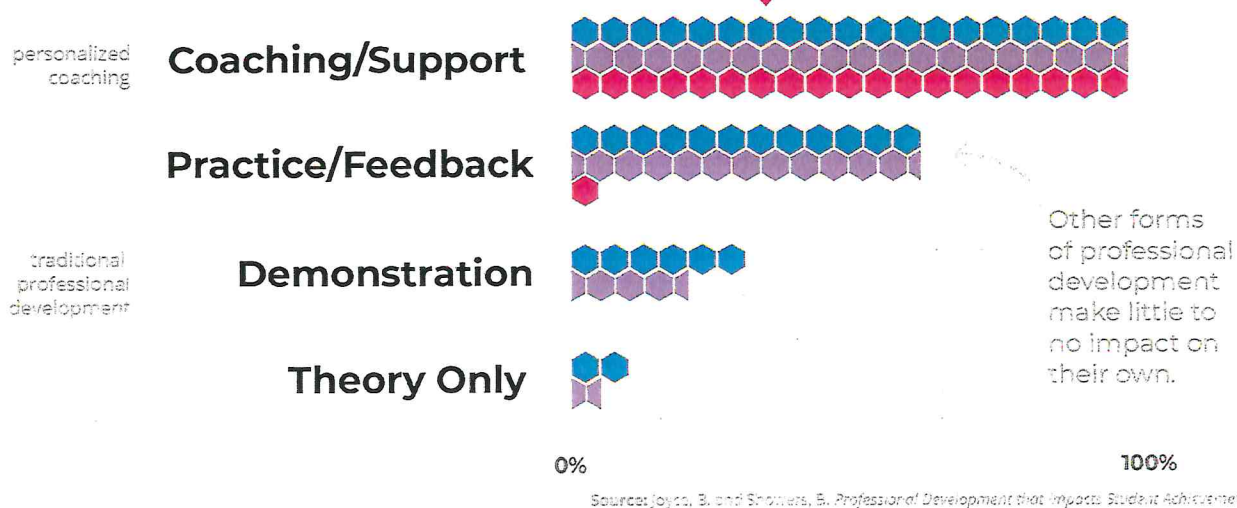
e2L Coaching Methodology

Our coaching methodology is a performance-based coaching model used widely and successfully in businesses like Google, and professional sports. We use the GROW Coaching Model, which is in the public domain, and we have added the “e” for evidence, creating our e2L eGrove® Coaching Model.

As with our training, we follow a standards-aligned coaching model for leaders and teachers to set goals, conduct a self-assessment or reality check, explore options utilizing our online eSuite® system, choose which options they will commit to doing, and provide evidence of growth aligned to the growth indicators for each level of each standard. This online professional learning, design, and growth platform supports this interaction with documented coaching logs and the repository of resources as well as the ability to create a professional portfolio of evidence aligned to the standards.

Research shows coaching is the best way to increase capacity and transform daily practice.

-  **Knowledge** (i.e. you know it)
-  **Skills** (i.e. you can do it)
-  **Transfer** (i.e. you put it into practice)



How does the eGrove Coaching Model work?

Will

From the list of options for growth, the coachee commits to options which they “will” work before the next coaching conversation.

Options

Now that both the coach and coachee know where the coachee wants to go and where he or she currently stands, the coach will brainstorm a list of options which the coachee can complete and grow. These options serve as the guides for coachees as they grow toward their goals.



Evidence

Every coaching conversation starts and ends with evidence because if it is not documented, it did not happen. The coachee brings to their coaching conversation the evidence of growth and implementation completed since the last coaching session. This evidence shows that the coachee is growing and completing their next steps.

Goal Setting

During this part of the coaching conversation, the coachee chooses his or her standards of growth from a sequenced timeline of professional learning standards. Once selected, the coachee chooses the level of mastery they wish to achieve for their selected standard.

Reality Check

Once the goal is established, the coachee, with guidance from his or her coach, uses the growth standards’ rubric of growth indicators to self-assess their current level of mastery.

DID YOU KNOW?

The eGrove Coaching Model is built on the GROW coaching method that is used by **Google & numerous Fortune 500 companies** across the country.

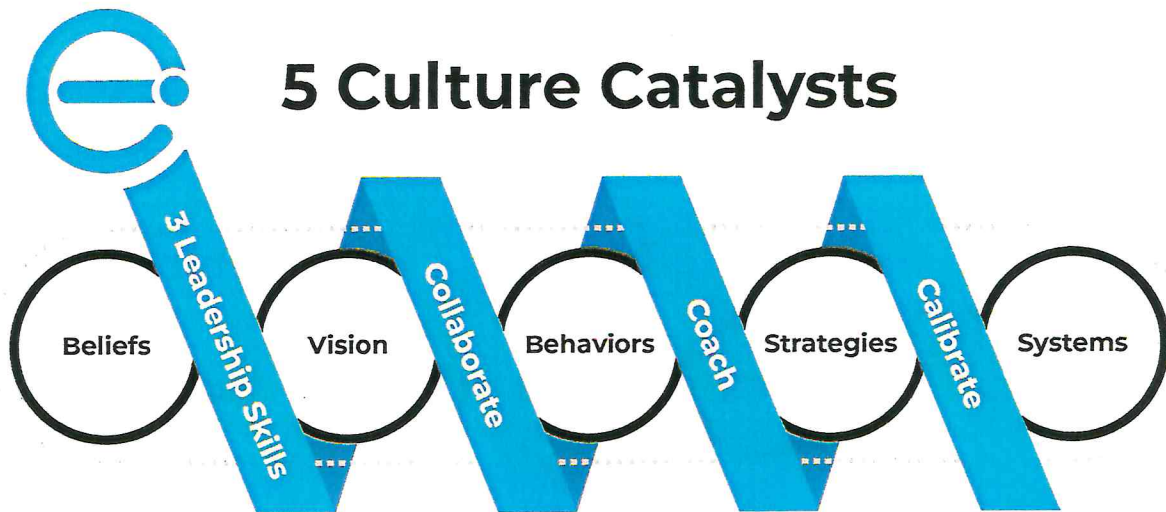
Executive Coaching

Purpose

The research is clear: leadership matters. As campus administrators become instructional leaders on campus, it’s critical that they train and coach to improve their abilities to improve the learner experience. A collection of forces presses on school leaders to continue growing and developing. e2L steps up to turn this pressure into measurable growth. Our proven coaching process ensures instructional leaders have the tools they need to lead and shift the campus culture.

Process

Our proven coaching process ensures leaders have the tools they need to lead their campuses through the 21st century and beyond. Using the e2L eGrove® Coaching Model, e2L creates a collaborative, collegial conversation focused on personalized, attainable growth for leaders in order to shift the campus culture. We utilize the power of goal-setting, self-reflection, and performance-based coaching. We follow an individualized coaching timeline that sequences the e2L Lead Standards® aligned to the GaDOE Teacher Keys Effectiveness System (TKES) and the 5 Culture Catalysts®. This ensures a targeted, intentional plan for improvement is developed and ultimately documented as growth for each and every leader.



Product

The e2L eGrove® coaching model ensures you have a targeted and intentional plan for leadership improvement and growth. Ultimately, each individual's growth is documented and measured in our online portal, eSuite®, giving you actionable data every step of the way so you never stop growing. In the end, each leader will have a leadership portfolio demonstrating growth on the key instructional leadership skills. As a result, the campus will have a cultural catalyst who gets results and creates a high-performance culture where every teacher and learner is engaged and growing.

Coaches Academy Training and Coaching Approach

We have provided a Coaches Academy® for hundreds of coaches from over 60 districts. Our focus from the beginning has been to ensure sustainability through coaching coaches to get actionable results that make a difference in the learner experience and outcomes by enhancing school culture and teacher practice at scale. Combining the research on effective professional learning with ten (10) years of experience coaching over 79,000 educators, e2L has identified and implemented seven (7) critical components that together comprise the Engage Coaching System:

1. Standards for professional learning with growth indicator rubrics
2. Personalized plans for individual growth
3. Structured conversation and feedback based on evidence
4. Sustainability through simultaneous teacher coaching and Coaches Academy®
5. Coaching ratio of three coaching conversations per one modeling/observation
6. Parallel coaching methodology for both teachers and coaches
7. Documentation, tracking, reporting, and badging growth via eSuite®, e2L's coaching and professional learning web application

At its core, the Engage Coaching System is the overarching coaching framework that allows e2L's expert coaches to provide focused intervention and professional growth. As part of the Engage Coaching System, e2L Coaches conduct job-embedded, action-oriented coaching conversations for coaches from identified campuses on the e2L Coach Standards® over the course of one year. The Coaches Academy

includes immersive training and the 3-part coaching process listed below during 7 sessions for each Instructional Coach on a progressive coaching timeline:

1. Shadowing of e2L CA Coaches as they coach a selected group of teachers
2. Calibration and feedback for BCS Instructional Coach by e2L CA Coaches
3. Coaching by e2L CA Coaches for Instructional Coach on coaching standards toward certification

In just one year, this focused, systemic coaching produces more effective Tier I Differentiated Instruction and, as a result, significant gains in student achievement and engagement.

Purpose

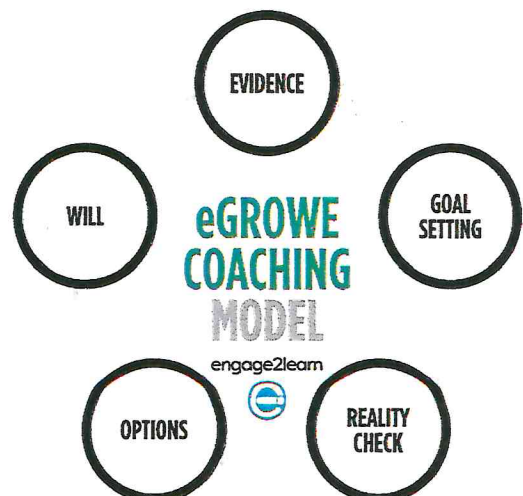
We want neighborhood public schools to be the number one choice for all families. Innovative initiatives for life ready learning need to be supported in our neighborhood schools through the power of coaching. Only through coaching can we ensure equity of experience for all learners. Our goal is to make coaching self-sustaining through an onsite eGrove® Coaches Academy. We help districts certify existing coaches through our e2L eGrove® Coaching Model, so they can continue growing teachers on their own.

e2L has been providing Coaches Academy® training and coaching to districts for over 6 years. The e2L team is specifically trained and experienced in the specialized skill of coaching coaches. We know that the only way to create educator growth and enhance instructional practice is through coaching, and the only way to create sustainability and the long-term return on investment for a district is through coaching of coaches. e2L is the only learning service provider to fully develop effective processes, structures, online systems, professional learning standards, badging, and certifications in order to prioritize creating highly effective in-district coaches.

Our district partners benefit from the clear, systemic structures for districtwide coaches, which provides a platform for common language, consistent practices, collaborative, personalized learning, and reporting on growth. Through collaborative planning and alignment to district goals and initiatives, training and coaching of Instructional Coach builds capacity for continued growth, improved teacher practice, and enhanced student outcomes.

Process

The e2L eGrove® Coaching Model is a performance-based model based on the GROW Coaching Model developed by Graham Alexander, Alex Fine, and John Whitmore. Goal setting, Reality Check, Options, and Will are the identified steps in this model that has produced significant performance results in sports and business in the UK for many years and is now used successfully in businesses like Google in the US. At e2L, we adapted this proven coaching model by adding the Evidence step, and we have had great success using it in our coaching to fidelity on best practices that increase student achievement. We then formalized and digitized the coaching process in the eSuite® coaching platform so that each coaching touch is documented and



that data is accessible in order to inform personalized, professional learning and celebrate growth. Our coaches, who are experienced in standards-rich content and are gifted at creating a laser focus on the next step for each individual educator, are the key to accelerating the implementation of fidelity for each educator.

Through seven (7) job-embedded coaching sessions in the eGrowe® Coaching Model, e2L creates a collaborative, collegial conversation that is focused on personalized, attainable growth for coaches, teachers, and their students. Instructional Coach will shadow eGrowe® coaching conversations facilitated by an e2L coach, experience the eGrowe® Coaching Model firsthand with personal coaching conversations themselves, observe modeling of teacher coaching by an e2L coach, and calibrate effectively with debrief sessions following their own eGrowe® coaching conversations. Coaching touches are documented in the eSuite® online professional learning and coaching platform.

Product

In the end, Bulloch County Schools Coaches will have the skills to coach and create educator growth. Bulloch County Schools will exhibit autonomy as its own high-performance culture that can deeply embed the Bulloch County Schools desired high-yield best practices to effectively provide support to any and all teachers. Through clearly defined methods and coaching for growth, success is inevitable. At the end of the e2L Coaches Academy®, you will have a self-sustaining system of internal coaches to support your teachers beyond our partnership.

Buerk Individualized Planning System (BIPS)

During Buerk Individualized Planning System (BIPS) days, e2L Coaches facilitate teachers in following a 3-step backward-design process starting from a cluster of conceptually-connected identified standards and building a relevant, meaningful, and authentic learning experiences that anchors the units being designed around a theme and integrates instructional best practices.

The three-step process is as follows:

1. Analyze the Georgia Standards of Excellence (GSE) to create a relevant driving question/challenge for the project.
2. Level the standards based on depth of knowledge to create a rubric/tracking tool.
3. Attach differentiated, formative assessments, small group instruction workshops, and learning activities to each level of the rubric scaffolded to mastery of the standards and completion of the project.

The design process results in a differentiated, personalized learner experience based on demonstrated individual mastery of the learning standards by the completion of the unit. This unit design process is supported by a design platform, eSuite®, which houses thousands of units that can be used as a starting place for ideation. The GSE, rubric templates, student templates, formative assessment tools, and other supports are at the fingertips of every teacher to build capacity and accelerate the design process. Following Buerk Individualized Planning System days, teachers have a roadmap of learning experiences aligned to the district's vision for learning.

The schedule and format for Buerk Individualized Planning System days create a collaborative atmosphere across a campus or campuses as teachers meet together in job-alike content teams with an assigned e2L coach with expertise in that subject area, once per six weeks. Teachers are able to use just-in-time data and information about their students to design the units for the upcoming grading period in each unit design day.

e2L LIFE READY BEST PRACTICES

	Assessment / Formative Feedback		Culture / Environment / Professional Ethics		Problem-Solving / Creativity / Innovation
	Collaboration		Differentiation / Scaffolding		Reflection / Growth Mindset
	Communication		Digital Learning		Small Group Instruction
	Critical Analysis / Inquiry / Research		Goal Setting / Autonomy / Entrepreneurship		Relevance / Authenticity
					Standards Alignment

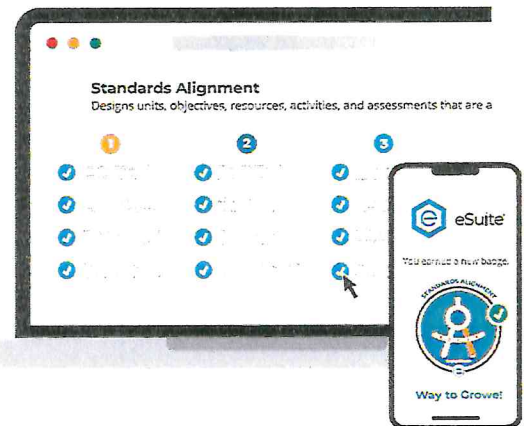
Bulloch County Schools' users will have access to the eSuite® online platform, which interweaves web applications that connect together to create powerful growth opportunities for educators. These applications are designed specifically for educators at all levels to help them grow and master their craft.



eSuite®

The comprehensive coaching & learning design platform for public schools

- 1 **Data-Informed Coaching & Growth**
eSuite Reports provides data to help coaches and leaders be in the know and make key decisions.
- 2 **Coaching like a Well-Oiled Machine**
Get rid of your scattered documents and spreadsheets! eSuite helps save time by streamlining your coaching process from start to finish.
- 3 **Systems for Successful Coaching at Scale**
Consistent coaching logs that guide the process and ensure even rookie coaches can deliver effective coaching right away so your team can coach across the entire district.
- 4 **Tell the Story of Your Impact**
Don't rely on a few anecdotal stories to convey the impact of coaching positions. Tell the whole story with data on efforts and impact.



- 5 **Consistent & Structured Coaching Log**
Coaching without a structured conversation model is just talking. Nobody's got time for that.
- 6 **Tools for Growth at All Levels**
A bank of vetted professional learning resources and a learner experience design app put a myriad of tools for growth at your fingertips.
- 7 **Rubrics that Work**
eGrove Coach guides coachees through a personalized pathway of growth using research-based rubrics for teachers, coaches, and leaders that have proven results.
- 8 **Technology Agnostic**
eSuite works across all modern desktop and mobile browsers, providing a seamless experience regardless of the user's device.



eSuite Apps Overview



eSuite®

4 Professional Learning & Growth Apps in 1 Integrated Platform

57K+
COACHING CONVERSATIONS
COMPLETED



eGrowe Coach

**Comprehensive Coaching
Explosive Growth**



eSuite Reports

**District-wide Coaching &
Growth Analytics**

Comprehensive coaching, professional growth, and micro-credentialing app that equips educators to coach at scale.

Be in the know, with coaching and growth analytics and reporting from across your district or campus.

- ✓ Real-Time, Collaborative Coaching Log
- ✓ Badges & Growth for All
- ✓ Professional Learning Rubrics & Growth Indicators

- ✓ See Coaching Efforts Across Campus/District
- ✓ Monitor Growth Trends & Identify Gaps
- ✓ Customizable Reports Tailored to Your Needs



ePLC

Thousands of Resources Aligned to Best Practices



eLX

LX is for "Learner Experience"

Thousands of professional learning resources aligned to best practices and curated by educators across the country.

Collaborative learner experience design app centered on creating standards-aligned, differentiated rubrics.

- ✓ Vast & Growing Library of Resources
- ✓ Resources Aligned to Professional Learning Rubrics
- ✓ Create & Share Resources within Your District

- ✓ Collaborative Rubric Builder
- ✓ Clone or Get Inspired by Existing Units
- ✓ Daily Lesson Planner

35K+
STANDARDS ALIGNED
CURRICULUM UNITS

eSuite® Software License Agreement

Please see the attached eSuite® Software License Agreement "Exhibit A" for specific terms and conditions.

Fees and Expenses

Service	e2L Team	Days	Fees
Teacher Training		2 days	
<ul style="list-style-type: none"> Buerk Rubric Workshops and Best Practices Overview 	2 e2L facilitators	(2 facilitators x 1 day = 2 days)	\$6,100
Executive Training			
<ul style="list-style-type: none"> Up to 10 Campus Principals & District Leaders 	1 e2L facilitator	2 days	\$6,100
Executive Coaching			
<ul style="list-style-type: none"> Up to 6 Campus Principals with leadership teams 6 sessions each (½ day per session) 	1 e2L facilitator	18 days	\$41,400
Executive Campus Audits			
<ul style="list-style-type: none"> ½ day per campus (6 campuses) Campus walks, Individualized Campus Systems Goals/Success Criteria Planning 	1 e2L facilitator	3 days	\$6,900
Coaches Academy Training			
<ul style="list-style-type: none"> Up to 20 participants 	1 e2L facilitator	3 days	\$11,400
Coaches Academy Coaching			
<ul style="list-style-type: none"> Up to 9 district-level coaches 7 sessions Coaching of 45 teachers included 	1 e2L facilitator	63 days	\$160,650
BIPS Design Days (Buerk Individualized Planning System)		8 days	
<ul style="list-style-type: none"> Up to 30 teachers 	2 e2L facilitators	(2 facilitators x 4 days = 8 days)	\$22,000
		Subtotal	\$254,550
eSuite® Online Coaching Platform			
<ul style="list-style-type: none"> 1-Year Subscription for up to 100 users Includes the following online apps: <ul style="list-style-type: none"> eGrove Coach® coaching app ePLC® professional learning app eLX® Learner Experience Design app eSuite® Reports app for reporting on coaching, growth, and implementation 		expires 06/30/2022	\$3,545
e2L Project Management			
<ul style="list-style-type: none"> Develop Project Charter Determine the requirements, resources, and schedule for implementation Executive Status Reports Project Monitoring and Reporting 			\$30,546
e2L Communications			
<ul style="list-style-type: none"> Strategy and Media Consultation Implementation of Customized Tactics 			\$7,637
e2L Travel Reimbursements			
<ul style="list-style-type: none"> \$540.00/day per onsite facilitator 		99 days	\$53,460
Total all services and fees			\$349,738

*Any increase in the scope of services will be addressed in a separate contract agreement. Fees and expenses will be invoiced monthly and payment terms are on a Net 30 basis.

TIPS Purchasing Cooperative

e2L is an awarded vendor for the **TIPS Purchasing Cooperative, Contract #200601**. All fees and expenses listed in the included the Bulloch County Schools proposal are inclusive in the TIPS Purchasing Cooperative awarded contract.

Our TIPS vendor page can be viewed [here](#).

Additional Terms

- A. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any change in the scope of services and/or fees will be addressed in an addendum to this Agreement effective only when executed by both parties hereto.
- B. Responsibilities of engage2learn include performing all research, planning, facilitation, presentation, and additional duties necessary for the successful completion of the project described in this proposal within the reasonable timeframe allotted in this proposal. Responsibilities of Bulloch County Schools include providing and arranging for all meetings including expenses associated with those meetings and communications to participating parties.
- C. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Engage2learn shall be entitled to compensation for all services provided up to the effective date of termination.
- D. Other than as expressly set out in this Agreement and the exhibits attached hereto, all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose are disclaimed.
- E. The parties agree that the exclusive remedy, and engage2learn's entire liability with respect to this training, shall be termination of this Agreement as set forth herein. The parties further agree that engage2learn shall not be liable to Bulloch County Schools for any damages, including any lost time, expenses, or other incidental or consequential damages arising out of its use or inability to use this training or the breach of any express or implied warranty, even if engage2learn has been advised of the possibility of those damages.
- F. The parties acknowledge and agree to the binding terms that these services are being provided for the benefit of Bulloch County Schools only, and it is not permissible for Bulloch County Schools or any Bulloch County Schools personnel to perform these services in whole or in any part thereof to others who are not a part of Bulloch County Schools.
- G. This contract is subject to force majeure and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If delivery of any training provided for herein as scheduled is prevented by force majeure, then the parties shall cooperate in rescheduling without penalty to either party.
- H. Engage2learn maintains all registered copyright privileges on this unique proprietary, custom-designed process that no other company provides. There are no other agents, dealers, or educational consulting firms of any kind authorized to sell, promote, or facilitate in any way

engage2learn products or services. Use of this material without express written authorization is strictly prohibited.

- I. This agreement shall be interpreted under the laws of Texas, and venue is proper in Nueces County, Texas.
- J. Engage2learn affirms that it does not and will not boycott Israel during the term of this agreement. Texas Gov't Code 2270

Please complete the following Partner Contact Information

Accounts Payable (Name, email, telephone)	
Project Lead Contact (Name, email, telephone)	
eSuite® Lead Contact (Name, title, email)	
Funding Source	
Fiscal Year End Date:	
PO#	
Address of Licensor: Engage! Learning, Inc. dba engage2learn 307 Inverness Pt. Portland TX 78374	Address of Licensee:

By signing below, I hereby represent and warrant that I have the authority to execute this Agreement on behalf of Bulloch County Schools and that I have read, understand, and agree with all terms and conditions contained herein, including all terms and conditions in the attached Exhibits A and B. By their signatures below, both parties have caused this Agreement to be executed and delivered by their authorized representatives as of the effective date.

Signature of District Representative

Printed Name/Title

Date



Shannon Buerk, CEO, engage2learn

May 4, 2021
Date

engage2learn EIN#- 45-4211320



Exhibit A

eSuite Software License Agreement

This Software License Agreement (this "Agreement"), effective **July 1, 2021** (the "Effective Date"), is made and entered into by and between Engage Learning, Inc. dba engage2learn ("Licensor") and **Bulloch County Schools** ("Licensee"). Licensor and Licensee are each referred to herein as a "party" and collectively as the "parties."

1. **Software.** The term "Software" shall mean the eSuite library of programs, materials, resources and services including but not limited to tools, message boards, chat or other content located on the site.
2. **License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, royalty-free, paid-up license to use an executable version of the Software for Licensee's internal training purposes during the License Term for the following number of Licensed Users: **Campus-wide, up to 100 subscribers**
3. **License Fee.** Upon execution of this Agreement, Licensee shall pay to Licensor the following License Fee: shown in Fees and Expenses Table
4. **License Term.** Unless terminated earlier as provided herein, the term of this Agreement (the "License Term") shall be for the following number of months from the Effective Date: **12 months (expires 06/30/2022)**
5. **Terms and Conditions.** The terms and conditions attached hereto are a part of this Agreement and are incorporated herein by this reference.
6. **No Modification.** This Agreement cannot be modified or amended except by a written agreement signed by an authorized representative of each party.
7. **Acceptance.** By signing below, each party signifies that it has carefully examined and agrees to be bound by all the terms and conditions of this Agreement (including, without limitation, the terms and conditions attached hereto) as of the Effective Date stated above.

Terms and Conditions

DEFINITIONS

1. **"Affiliate"** means, with respect to a party, an entity that is controlled by such party. With respect to an entity, control means the ability, whether by ownership of equity interests, voting rights, contract, or otherwise, to direct the management, policy, or affairs of such entity. An entity will be considered an Affiliate only for such time as such control is maintained.
2. **"Confidential Information"** (as it relates to Licensor) shall mean the Software and all content, templates, videos, curriculum, drawings, diagrams, specifications, customer and supplier lists, accounting and financial information, trade secrets, business and technical "know how," processes, formulas, procedures, technology, strategies, data processing procedures, and other information or data provided to Licensee by Licensor.
3. **"Contribution"** shall mean any original work of authorship, including any modifications or additions to an existing work that is intentionally submitted by Licensee or a Licensed User to Licensor for inclusion in, or documentation of, any of the products owned or managed by Licensor (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Licensor, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by Licensee or its Representatives as "Not a Contribution."
4. **"Including" means** "including but not limited to" (whether or not capitalized).
5. **"Intellectual Property Rights"** means (i) copyrights and copyrightable works; whether registered or unregistered; (ii) trademarks, service marks, trade dress, logos, registered designs, trade and business names (including Internet domain names, corporate names and email address names), whether registered or unregistered; (iii) patents, patent applications, patent disclosures and inventions (whether patentable or not); (iv) trade secrets, processes, methods, data privacy rights, know-how and rights in designs, and (v) all other forms of intellectual property or any other proprietary rights of either Party or any third person in each case in every jurisdiction worldwide.
6. **"Licensed User"** means a Representative of Licensee who is authorized to execute the Software pursuant to this Agreement.
7. **"Representatives"** shall mean the directors, officers, employees, and agents of a party.
8. **"Software"** shall mean Licensor's computer software known as eSuite, including all related content, curriculum, templates, videos, and documentation.
9. **"Source Code"** shall mean all necessary instructions, tools, documents, computer programs or code in human readable language from which machine-readable, executable code can be derived.

LICENSE RESTRICTIONS

1. No Right to Transfer. The license granted herein is personal to the Licensee and does not extend to any other individuals or entities. Licensee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent from Licensor, and any purported assignment or transfer without such prior written consent shall be null and void.
2. No Right to Sublicense. Licensee shall not have any right to sublicense the rights granted herein or use the Software in a service bureau capacity or any other manner except as expressly authorized in this Agreement.
3. Limited Right to Copy. Licensee may make a copy of Licensee's original Contribution(s) and the Software's content, curriculum, templates, videos, and documentation for use under the Terms of Use during the Term of the License. Licensee shall have no right to copy or reproduce or distribute Licensor's Software except as expressly authorized in this Agreement or otherwise authorized by Licensor in writing prior to such intended copying or reproduction.
4. Reservation of Rights. Licensor reserves all rights not expressly granted herein. Except as otherwise agreed by Licensor in writing, no express or implied license or right of any kind is granted to Licensee regarding the Licensor's Software, including any right to reproduce, copy, market, sell, distribute, transfer, translate, modify, or adapt the Software. Licensee understands that no license is granted by this Agreement to the Source Code of Licensor's Software. Licensee shall not decompile, disassemble, reverse engineer, or otherwise seek to ascertain the Source Code of the Licensor's Software in any manner, except as may be expressly permitted by law.
5. Title. Licensor shall retain title to the Software. Licensee agrees that, except for Licensee's license described in this Agreement, Licensee has no right, title or interest in the Licensor's Software, in any form, or in any copies thereof, including all worldwide intellectual property rights and Confidential Information rights therein. In connection therewith, Licensee agrees at all times hereafter to keep the Licensor's Software free of all security interests, liens, encumbrances, mortgages, and claims whatsoever, and Licensee agrees that neither it nor anyone at its direction shall file a financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance or charge against the Licensor's Software.
6. License for Derivative Works. Each Licensed User is required to execute an End User License Agreement, which grants Licensor a license for Contributions made by Licensed Users to the Software
7. Ownership of Pre-Existing Works. Nothing in the Agreement is intended to convey any right, title or interest in or to any tools or proprietary items of Licensor (other than Software) that were in existence on or prior to the date of this Agreement. Nothing in the Agreement is intended to convey any right, title, or interest in or to any tools or proprietary items of Licensor (other than Software) or that are developed by Licensor during or after the term of this Agreement unless (and then only to the extent) the Agreement expressly provides.

WARRANTIES

1. THE SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
2. Licensor represents and warrants that it has taken reasonable steps to test the Software licensed pursuant to this Agreement for viruses and to the best of its knowledge the Software is free from viruses as of the date of delivery to Licensee by Licensor. Licensor will take commercially reasonable steps to have future updates or releases of the Software, if any, delivered to Licensee free of viruses. Reasonable steps shall mean that Licensor has used then-current industry standard tools which are designed to prevent inclusion of viruses in the Software.

LIMITATION OF LIABILITY

3. NEITHER PARTY NOR ANY OF THAT PARTY'S AFFILIATES OR REPRESENTATIVES SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OVERHEAD COSTS, AND DAMAGES ARISING OUT OF COMMITMENTS TO SUBCONTRACTORS OR PERSONAL SERVICE CONTRACTS, EVEN IF LICENSOR HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.
THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, IF ANY, ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF ANY AMOUNTS RECEIVED BY LICENSOR FROM LICENSEE UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE.

CONFIDENTIALITY

4. Each party understands that during the term of the Agreement, each party may have access to and may learn Confidential Information of the other party, including technical information, Source Codes, computer programs, ideas, and other trade secrets of the other party. Each party understands that it has no title to or rights to use the other party's Confidential Information except as expressly set forth in this Agreement.
5. Each party agrees to hold in confidence all Confidential Information of the other party and use such Confidential Information only for the purpose of this Agreement. Each party further agrees not to reproduce, distribute, or disclose the other party's Confidential Information to a third party without first obtaining the other party's express written consent. Each party will not disclose the other party's Confidential Information to anyone except its authorized Representatives who have a need to know such Confidential Information to fulfill the purpose of this Agreement.
6. These restrictions shall not apply to information: (i) that is or becomes generally known through no fault of the receiving party, (ii) that the receiving party can show was in its possession prior to its receipt from the disclosing party, (iii) that the receiving party can show was received by it from a third party not prohibited from disclosing the information, or (iv) that was developed independently by the receiving party without the use of the other party's Confidential Information or (in the case of the Licensee) Licensor's Software.
7. If disclosure of Confidential Information is required by law, subpoena or a government authority, the receiving party may make such disclosure provided that the other party is notified in writing prior to the disclosure and every reasonable effort is made to protect the other party's proprietary interests in such Confidential Information.

NOTICES

8. All written notices from one party to the other shall be deemed to have been given if sent by facsimile transmission, electronic mail, certified mail or registered or express mail or by hand delivery to the corresponding address stated on page 1 of this Agreement. All address changes shall be communicated to the other party by notice in accordance with this section.

TERMINATION

9. Licensor may terminate this Agreement if Licensee fails to cure any breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that Licensor may terminate this Agreement immediately upon notice to Licensee if Licensee breaches its confidentiality obligations under this Agreement or otherwise commits a breach that is not curable.
10. Licensee may terminate this Agreement at any time during the first year of the License Term if the Software fails to perform in accordance with the specifications provided to Licensee and such failure continues for more than thirty (30) days following written notice from Licensee, and at any time during the Term if any third party makes any claim against Licensee that the Software infringes or misappropriates any Intellectual Property.
11. Upon any expiration or termination of this Agreement, Licensee will immediately cease any and all use of the Software and the Confidential Information of Licensor, and Licensee will promptly and permanently delete all electronic copies, and return to Licensor or destroy, at Licensor's option, all tangible copies, of the Software and Confidential Information then in Licensee's possession and shall certify the same in writing to Licensor within 10 days after such expiration or termination.

INDEMNIFICATION

12. Infringement Indemnity. Licensor agrees to indemnify, defend and hold harmless Licensee and its Affiliates, as applicable by Texas State Law, (collectively, the "Indemnitees") from and against any and all claims by third parties for damages, liabilities, penalties, fines, losses, costs and expenses including reasonable attorneys' fees (collectively, "Losses") arising from or relating to any claim or allegation that the Software violates, misappropriates or infringes any Intellectual Property Rights, or misappropriates any trade secret, of any third party or violates the terms of any third party software license contained within the Software provided as part of the Software. If any Software, in whole or in part, constitute or may constitute infringement, violation or misappropriation of any third party's Intellectual Property Rights, and/or if Licensee's use thereof is or may be enjoined, Licensor, in addition to its indemnification obligations hereunder, shall promptly either: (i) secure for Licensee rights to continue using such infringing Software; or (ii) re perform or replace such Software with comparable non infringing Software; or (iii) modify the Software so that they become non infringing. In the event Licensor is unable to procure one of the aforementioned remedies, Licensor shall, in addition to its indemnification obligations hereunder, promptly refund to Licensee all amounts paid to Licensor under this Agreement for the Software that are the subject of such infringement claim.
13. General Indemnification. Either party shall indemnify, defend and hold harmless (the "Indemnifying Party") the other party (the "Indemnified Party") from and against any and all Losses arising from or relating to: (i) the gross negligence or willful misconduct of Indemnifying Party, or any of Indemnifying Party's subcontractors, employees, or representatives; (ii) the breach of any term, covenant, or obligation contained in this Agreement, by Indemnifying Party, its subcontractors, employees or representatives; and (iii) any claim with respect to bodily injury, death or damage to tangible property sustained as a result of the acts or omissions of Indemnifying Party, its subcontractors, employees or representatives.
14. Notification, Rights and Cooperation. Indemnifying Party agrees to give Indemnified Party prompt written notice of any claim subject to indemnification; provided that Indemnifying Party's failure to promptly notify Indemnified Party shall not affect Indemnified Party's obligations hereunder except to the extent that Indemnifying Party's delay prejudices Indemnified Party's ability to defend such claim. Indemnifying Party shall have the right to defend against any such claim with counsel of its own choosing and to settle such

claim as Indemnifying Party deems appropriate, provided that Indemnifying Party shall not enter into any settlement that adversely affects Indemnified Party's rights without Indemnified Party's prior written consent. Licensee agrees to reasonably cooperate with Indemnifying Party in the defense and settlement of any such claim, at Indemnifying Party's expense.

MISCELLANEOUS

15. Choice of Law and Forum. This Agreement and the agreements, instruments, and documents contemplated hereby will be governed by and constructed in accordance with the laws of the State of Texas (exclusive of conflicts of law principles) and will be deemed to call for performance in Nueces County, Texas. The parties consent to and agree to submit to the jurisdiction of such courts. Venue in any such dispute, whether in federal or state court, will be laid exclusively in Nueces County, Texas.
16. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous understandings or agreements with respect to the subject matter hereof.
17. Independent Contractor. Licensor is an independent contractor of Licensee and not an employee, agent, partner, joint venturer, representative, broker or principal of Licensee for any purpose. Neither Licensor nor any employee of Licensor shall acquire any of the rights, privileges, powers or advantages of an employee of Licensee, including disability insurance, vacation or sick pay or any other benefits available to Licensee employees. Licensor shall be solely responsible for all wages, benefits, taxes, withholdings, training, and expenses of its employees, including the employees assigned to perform Services under this Agreement.
18. No Publicity. Neither Party shall use the other Party's name or trademark in any advertising, written sales promotion, press releases and/or other publicity matters relating to this Agreement without the other Party's written consent. Licensor acknowledges that Licensee has a no publicity policy regarding its vendor relationships. Notwithstanding the above, during the Term of this Agreement only, Licensor may list Licensee's name, but not the Licensee logo, on a customer list that it provides to prospective buyers of its products or services.
19. Force Majeure. Notwithstanding any other provision of this Agreement, no Party shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or inability to perform its obligations under this Agreement if the delay or inability arises from any cause beyond the reasonable control of that Party (each, a "Force Majeure Event"); provided, however, that Licensor shall comply with any business continuity requirements and shall use reasonable efforts to mitigate the effect and duration of such Force Majeure Event. The Parties shall promptly resume performance hereunder after the Force Majeure Event has passed; however, if a delay continues for 60 days or more, the Party not experiencing the Force Majeure Event may terminate this Agreement without penalty upon written notice to the other Party.
20. Headings. The headings used in this Agreement are for convenience of reference only and shall not be used to interpret the provisions of this Agreement.



Exhibit B

Data Use and Privacy Agreement

Effective Date: 06/27/2019

This Data Use and Privacy Agreement (“Agreement”) is made by and between engage2learn (“e2L”) and the Bulloch County Schools (“District”), the owner of the data. e2L understands the extension of trust placed in us with our handling of District data that may be provided to us for the purpose of performing our services. In accordance with this responsibility, e2L agrees to handle the data in the following manner:

Definition of “Data”: Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. All PII will be treated in accordance with the:

- Texas Student Privacy Act (Texas Education Code § 32.151)
 - <https://statutes.capitol.texas.gov/Docs/ED/htm/ED.32.htm>
- Children’s Online Privacy Protection Rule (COPPA)
 - <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>
- Federal Education Rights and Privacy Act (FERPA)
 - <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>
- All applicable state and federal law

Rights and License to Data: All rights, including all intellectual property rights, shall remain the exclusive property of the District, and e2L has a limited, nonexclusive license solely for the purpose of performing its obligations and services. e2L does not have any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly needed to perform its services. Under the foregoing license, e2L shall have no right to sell or trade Data. Any Data held by e2L will be made available to the District upon request by the District.

Data Use and Collection: e2L will collect and use only Data which is necessary to fulfill its duties, provide services, and improve services to the District. e2L is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data and/or programs stored on District equipment will not be duplicated and/or stored by e2L on other media without the District’s express permission. The District understands that e2L may rely on one or more subcontractors to perform services. e2L agrees to share the names of these subcontractors with the District upon request. All subcontractors and successor entities of e2L will be subject to the terms of this Agreement.

Data Transfer or Destruction: e2L will ensure that all District Data in its possession and in the possession of any subcontractors, or agents to which e2L may have transferred Data, are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for their specified purpose, at the request of the District.

Security Controls: e2L will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. e2L will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. e2L will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. e2L agrees to share its incident response plan upon request.

Modification of Terms of Service: e2L reserves the right to modify this Agreement and will notify the District in advance of the effective date of revisions to the terms of this Agreement. Further, e2L agrees to notify the District should there be any material change to e2L's practices of collecting or using the District's Data.

New Business
To be placed on the table

Board Policy IDE(3): Competitive Interscholastic Activities, Grades 6-12

Status: DRAFT

Original Adopted Date: 04/15/2010 | Last Revised Date: 02/11/2016 | Last Reviewed Date: 02/11/2016

I. REQUIREMENTS FOR MIDDLE AND HIGH SCHOOLS

The Bulloch County Board of Education ("the Board") hereby adopts this policy regulating competitive interscholastic activities.

1. Each middle and high school principal shall regulate competitive interscholastic activities in his or her school and shall ensure that all staff members adhere to the school system's athletic guidelines, this policy, and related rules of the State Board of Education. The principal may delegate responsibility for supervising one or more student activities and clubs to a member or members of the professional staff, provided such individuals must act under the principal's direction.
2. ~~A student wishing to participate in interscholastic competitive activities must be enrolled full-time in the school system during the semester of participation.~~ To participate in extracurricular or interscholastic activities, the school system requires resident students, other than home study students, to be enrolled full-time during the semester of participation unless the student's schedule approved by school officials during the registration process provides otherwise. Home study students must enroll in and attempt to complete one qualifying course as defined in state law for each semester of participation.
3. Retention of students for athletic purposes is prohibited.

II. HIGH SCHOOLS

The Board endorses and adopts the requirements set forth in the Constitution and By-Laws of the Georgia High School Association (GHSA), including any amendments thereto, for determining the eligibility of students in grades 9-12 to participate in competitive interscholastic activities. The Superintendent shall require all high schools in the school system that sponsor competitive interscholastic activities to access and ensure compliance with the GHSE Constitution and By-Laws.

III. MIDDLE SCHOOLS

The Board is responsible for regulating competitive interscholastic activities in grades 6-8, and therefore adopts the middle grades requirements set forth in State Board Rule 10-5-1-.18 Competitive Interscholastic Activities in Grades 6-12, as to student eligibility, physical examinations, and special provisions.

The Board endorses and adopts the requirements set forth in the Constitution and By-Laws of the Coastal Empire Middle School Athletic Region (CEMSAR) for LCMS, WJMS, and SEBMS and the Southeast Georgia Middle School League (SGMSL) for PMS, including any amendments thereto, for determining the eligibility of students in grades 6-8 to participate in competitive interscholastic activities. The Superintendent shall require all middle schools in the school system that sponsor competitive interscholastic activities to access and ensure compliance with the CEMSAR and SGMSL Constitution and By-Laws.



June 2021 Policy Alert

1 message

Angela Palm, Director of Policy and Legislative Services <GSBA@embrams-mail.com>
 Reply-To: svanags@gsba.com
 To: mhenley@bullochschools.org

Tue, Jun 1, 2021 at 3:23 PM

June 2021 Policy Alert

Dear GSBA Policy Update Subscriber:

The Policy Alert for action taken during the month of **May 2021** is as follows:

Litigation: No policy implications

Legislation: SB 42-Dexter Mosely Act (new O.C.G.A. § 20-2-319.6)

Policy Code Impacted: IDE (3) or other policy restricting participation of home study students in interscholastic or extracurricular activities

Issue: Effective July 1, 2021, eligible home study students will be able to participate in extracurricular or interscholastic activities at their resident public school when the parent provides to the principal and the superintendent written notice at least 30 calendar days before the first day of the semester in which a student will enroll in a qualifying course. Parents also must provide written notice of the student's intent to participate in an activity and a copy of the student's most recent annual progress assessment report, along with written verification from the home study program instructor that the student currently is receiving a passing grade in each course, is maintaining satisfactory progress toward advancement, and meets the requirements for participation in the specified activity.

For each semester of participation, the home study student must enroll in and attempt to complete one "qualifying course" facilitated by the resident school system, which could be a virtual option, a dual credit course, or an on-site course required for participation in designated activities. The school system will be funded for a one-sixth segment of the school day or the block equivalent. Further, the student must meet established age, academic, residence, zoning, and other rules and criteria required of all students who participate in the selected activity and provide any supporting documentation required by the school. The student must abide by the same code of conduct and disciplinary measures and transportation policies as students enrolled at the school who are participating in the activity. That includes completing the tryout process or equivalent required for all students for participation and being selected for the activity if there is a competitive selection process.

Action to be taken: The State Board of Education for many years has required each local board of education to have a policy regulating competitive interscholastic activities in grades 6-12. [Rule 160-5-1-.18]. Any local policy that prevents home study students from participating in such activities should be updated.

Specifically, the following statement found in the February 2019 Policy Update sample Policy IDE(3) should be deleted:

~~2. A student wishing to participate in interscholastic competitive activities must be enrolled full-time in the school system during the semester of participation.~~

Replacement wording should have the following or similar language:

To participate in extracurricular or interscholastic activities, the school system requires resident students, other than home study students, to be enrolled full-time during the semester of participation unless the student's schedule approved by school officials

during the registration process provides otherwise. Home study students must enroll in and attempt to complete one qualifying course as defined in state law for each semester of participation.

State Board Rules: No policy implications.

Executive Session

Personnel Recommendations