



Tel: 520.225.2677  
Email: [Stuart.Baker@tusd1.org](mailto:Stuart.Baker@tusd1.org)  
[Joann.Surmik@tusd1.org](mailto:Joann.Surmik@tusd1.org)

## 2008–2009 Enrollment Checklist

### Instructions

1. Fill out the online application.
2. Complete all of the items in the checklist below for each student applying to the program.
  - Fax the documents to 520.225.2625 **OR**
  - Scan and email your documents to [Stuart.Baker@tusd1.org](mailto:Stuart.Baker@tusd1.org) or [Joann.Surmik@tusd1.org](mailto:Joann.Surmik@tusd1.org)

If you have any questions or need assistance, please call 520.225.2677.

Note: Students are not officially enrolled until all completed forms have been submitted and all additional required documentation for the student has been reviewed by the school district.

### Checklist

#### All students:

- Completed online application
- Enrollment Acceptance form completed and signed (page 2)
- Agreement for Use of Instructional Property form completed and signed (pages 3 and 4)
- Signed Family Educational Rights and Privacy Act (FERPA) Consent Form (page 5)

#### The following documents are required only if you are enrolling as a full-time student:

- Certified copy of official Birth Certificate
- Verification of residence in the state of Arizona is required to enroll in AGAVE Distance Learning. Acceptable verification must be in the parent/legal guardian's name. Driver's license or State ID with current address required, PLUS one of the following: current unpaid utility bill, valid homeowners or property deed, or residential lease.
- Student Immunization Records
- Transcripts for any high school credit earned to date
- Discipline Behavior Report from last school attended



Tel: 520.225.2677  
Email: [Stuart.Baker@tusd1.org](mailto:Stuart.Baker@tusd1.org) or  
[Joann.Surmik@tusd1.org](mailto:Joann.Surmik@tusd1.org)

## Enrollment Acceptance

---

### Statement of Education Equality

AGAVE Distance Learning does not discriminate on the basis of race, color, national origin, sex, sexual orientation, age or disability in admission or access to, or treatment or employment in, its programs and activities. For more information, please contact Stuart F. Baker by mail at 445 South Park Avenue, Tucson, AZ, 85719 or by telephone at 520.225.2677.

### Acknowledgement of Expectations

Please initial each of the following statements.

\_\_\_\_\_ I understand that I am enrolling my child in a public school with attendance requirements that he/she is expected to meet.

\_\_\_\_\_ I understand that public school enrollment includes participation in the required state testing program.

\_\_\_\_\_ I expect my child to have the guidance and support of a professional Instructor in implementing the AGAVE Distance Learning program.

\_\_\_\_\_ I understand that student progress is an expected part of the AGAVE Distance Learning program in addition to the attendance hours logged. Instructors will review progress and consider other factors, including parental input, when making student advancement decisions.

\_\_\_\_\_ I understand that I am required to participate in regular conferences with my child's Instructor(s).

\_\_\_\_\_ I understand that if my student enrolls, both my student and I will abide by the Student Handbook.

I verify that all of the information contained in the online application is complete and factually correct.

Please accept this signed and completed document to enroll \_\_\_\_\_ (student's name) in AGAVE Distance Learning.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Tel: 520.225.2677  
Email: [Stuart.Baker@tusd1.org](mailto:Stuart.Baker@tusd1.org) or  
[Joann.Surmik@tusd1.org](mailto:Joann.Surmik@tusd1.org)

## **Agreement for Use of Instructional Property**

Responsible Party is the parent or legal guardian of the Student, who is enrolling at AGAVE Distance Learning.

AGAVE Distance Learning has made arrangements to permit each Student to use certain instructional books and materials ("Instructional Property") to facilitate the Student's education while enrolled in AGAVE Distance Learning.

Responsible Party hereby agrees to the following:

1. **Use of Instructional Property.** AGAVE Distance Learning may permit the Student and the Responsible Party to use certain Instructional Property provided by AGAVE Distance Learning to Student from time to time. AGAVE Distance Learning reserves the right to, from time to time, add, change, substitute, and/or delete individual items of Instructional Property provided to Student.
2. **Term.** Responsible Adult's and Student's rights to use and possess the Instructional Property expire upon the Student's termination of enrollment. Notwithstanding the foregoing, AGAVE Distance Learning reserves the right to terminate any right to use of Instructional Property and take possession immediately if it has reason to believe that any term or condition of this Agreement is being violated. Responsible Party shall return all of the Instructional Property as instructed within five (5) days of the termination date in the same condition as delivered, normal wear and tear excepted.
3. **Ownership.** At no time shall legal title to or ownership of any of the Instructional Property vest in the Responsible Party or Student, who shall only have the rights to temporary use and possession as provided herein.
4. **Condition of Instructional Property.** Responsible Party agrees to fill out, sign, and return the Instructional Property Receipt Acknowledgment Form (to be enclosed with Instructional Property) to AGAVE Distance Learning to acknowledge receipt of the Instructional Property and to affirm that it is all in satisfactory operating condition upon receipt.
5. **Responsibility for Instructional Property.** Responsible Party must maintain the Instructional Property at the Responsible Party's residence set forth as the shipping address in the enrollment form unless Responsible Party provides thirty (30) days' written notice of any new address to AGAVE Distance Learning. Responsible Party shall be solely liable for any loss or damage to the Instructional Property until it is received back by AGAVE Distance Learning and shall take all reasonable precautions to protect it. Responsible Party agrees to inform AGAVE Distance Learning of any loss or damage to the Instructional Property from any cause whatsoever within three (3) days of the loss or occurrence of damage. AGAVE Distance Learning will provide the Responsible Party with a loss report form that will include provisions for the Responsible Party to pay for the lost or damaged Instructional Property and, upon receipt, will allow the replacement Instructional Property to be shipped.
6. **Maintenance and Repair.** Responsible Party is responsible for maintenance and repair of the Instructional Property while in his or her possession and will follow all instructions for Instructional Property requiring repairs as directed by AGAVE Distance Learning Technical Support and the Warranty Agreement with the Original Equipment Manufacturer. Responsible Party is solely responsible for upgrading to new software versions when publicly available, obtaining and installing antivirus file updates, and overall maintenance of each software application provided.



Tel: 520.225.2677  
Email: [Stuart.Baker@tusd1.org](mailto:Stuart.Baker@tusd1.org)  
[Joann.Surmik@tusd1.org](mailto:Joann.Surmik@tusd1.org)

7. Use of Instructional Property. Responsible Party agrees that: (i) Instructional Property may be used solely for the education of the Student while enrolled at AGAVE Distance Learning and not for the benefit of any other person or for any other purpose, (ii) all Instructional Property shall be used in accordance with AGAVE Distance Learning policies and rules and the manufacturer's instructions, (iii) each software application provided shall be subject to, and used in accordance with, the license and/or use agreement that accompanies that software application, (iv) all usage of the Instructional Property shall be subject to AGAVE Distance Learning policies and rules regarding Network/Internet use and protocol, (v) Responsible Party is solely responsible for ensuring that the software settings, default configurations, and administrative privileges are maintained at the original specified settings that the Instructional Property had upon delivery and will be liable for any resulting damage to the Instructional Property, any files, and/or other software applications if these default settings are changed or modified without explicit authorization from AGAVE Distance Learning Technical Support, and (vi) Responsible Party is solely responsible for keeping User IDs and passwords confidential to prevent unauthorized usage and understands that passwords should be changed on a regular basis.

8. General Indemnity. Responsible Party agrees to indemnify, defend, and hold harmless AGAVE Distance Learning and any sponsoring School District or Authority, their respective employees, officers, directors, agents, assignees, and all affiliated companies and/or entities ("Indemnified Parties") from and against any and all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs and attorney fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities, and losses arising directly or indirectly out of or in connection with any matter covered by this Agreement, other than those caused by AGAVE Distance Learning.

9. DISCLAIMER OF WARRANTIES. NO PARTY MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR FITNESS FOR USE OF ANY OF THE INSTRUCTIONAL PROPERTY. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY ACTUAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, OR THE EXISTENCE, FURNISHING, FUNCTIONING, USAGE, OR MAINTENANCE OF ANY INSTRUCTIONAL PROPERTY PROVIDED UNDER THIS AGREEMENT.

10. Insurance. Responsible Party agrees to maintain at his or her expense adequate insurance to cover damage to the Instructional Property by fire, theft, flood, explosion, accident, act of God, or other cause to the full replacement value of the Instructional Property and agrees that he or she will be financially liable for it regardless of the availability of insurance proceeds.

11. Miscellaneous. Responsible Party represents that he or she has the power to bind all of Student's parents or legal guardians, all of whom shall be bound by these terms. Responsible Party cannot amend this Agreement unless accepted in writing by an authorized representative of AGAVE Distance Learning. This Agreement shall constitute the entire agreement between the parties with regard to the Instructional Property and any prior understanding or representation of any kind shall not be binding on either party, except to the extent incorporated herein. The waiver of any right under this Agreement by either party shall not be construed as a waiver of the same right at a future time or a waiver of any other right under this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the state of Arizona. The parties acknowledge and expressly agree to waive any and all rights to a trial by jury of any claim or dispute arising under this Agreement.

Student Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_



Tel: 520.225.2677  
Email: [Stuart.Baker@tusd1.org](mailto:Stuart.Baker@tusd1.org) or  
[Joann.Surmik@tusd1.org](mailto:Joann.Surmik@tusd1.org)

## Family Educational Rights and Privacy Act (FERPA) Consent Form

---

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age ("eligible students") certain rights regarding the student's education records. One of those rights is the right to consent to disclosures of personally identifiable information contained in the student's education records.

Tucson Unified School District and its designated curriculum provider, Kaplan Virtual Education (KVE), have found that to best serve the student's education needs, it is necessary to disclose a student's name and address to the following classes of vendors that provide important services related to your student's education. In all cases, these vendors will have agreed to ensure the confidentiality of the student's name and address and to not use the information for purposes other than that contracted to meet the student's education needs.

- Suppliers of educational materials for purposes of shipping to and from the student's home
- Customer care providers that handle support calls for KVE
- Internet service provider
- Companies that enter the student information into a computer database for use by school officials
- Speakers or presenters presenting or participating in synchronous Web-conferencing sessions
- Computer professionals that host and maintain KVE's student account management systems
- Other contractors and subcontractors that Tucson Unified School District and/or KVE identify as necessary to providing education services

To best serve the student, Tucson Unified School District requests the following parental consent to disclose the student's name and address to the specified class of contractors.

I hereby agree that my student's name, address, and other information as necessary, be provided to the above identified contractors to ensure that Tucson Unified School District can best meet my student's education needs.

Student Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_