

APPROVED

200128

CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: April 24, 2020

Contract Initiator (Name of Person Overseeing the Contract): **Melissa Kowieski** Telephone Number: **904-336-9878**

School/Department Submitting Contract: **Clay Virtual Academy**

Vendor/Contractor Name: **Florida Virtual School**

Contract Title: **Florida Virtual School Amendment 3**

Contract Type: New Renewal Amendment Extension Date Original Contract Approved: **07/05/2018**

Contract Term: **07/01/2018 through 06/30/2021 (3 years)** Renewal Option(s):

Contract Cost: **\$575,000.00** Payment Schedule (Monthly? Upon delivery? When finished?): **Quarterly**

Funding Source: **0100.5100369.7005.0000.000** Purchase Requisition No.:

Strategic Plan Tie-in Explanation: **Virtual Instruction Program requirements for students in accordance with 1002.45 Florida Statue**

Pre-Approved by Superintendent or Designee? Yes **X** No _____

Additional Information: **Florida Virtual School contract amendment to be approved to continue using**

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- _____ Completed Contract Review Form
- _____ SBAO Template Contract or other Contract (with all basic and mandatory terms)
- _____ SIGNED 2018 Addendum A (If not an SBAO Template Contract)*
- *This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*
- _____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
- COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.*
- General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.*
- Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).*
- Workers' Compensation = \$100,000 Minimum*
- [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].*

Approvals

Comments

Department	Approved	Denied	Comments
Purchasing Department	Approved	Denied	Virtual School per Statute Amendment
Review Date: 4/30/2020	BYE		
Risk Management Department	Approved	Denied	
Review Date:			
School Board Attorney	Approved	Denied	
Review Date: 5/11/20	MS		
Information & Technology Dept.	Approved	Denied	
Review Date:			
Other:	Approved	Denied	
Review Date:			

Board Agenda Item DRAFT

Title

Florida Virtual School - Amendment 3 to 2018-2021 Franchise Agreement - Appendix G - COVID-19 Student Support Project

Recommendation

Appendix G shall only pertain to those student enrollments identified in the FLVS-VSA system as "COVID-19. COVID Enrollments will end on June 30, 2020, absent further amendment.

Description

Due to the COVID-19 crisis, FLVS has created an agreement with lower curriculum fees to many courses that students are taking during school closures. This is an amendment to those lower costs to those enrollments that occurred during the COVID-19 crisis

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Lower curriculum costs for FLVS curriculum during the crisis through June 30th to many (but not all) FLVS courses.

Strategic Plan Goal

N/A

Financial Impact

The service fee for COVID Enrollments will be \$9.78 per new enrollment per segment and will apply to the entire course list in Appendix A EXCEPT the following courses, which will be billed at the standard rate in Appendix A:

My Contact

Roger Dalley, Assistant Superintendent of Curriculum and Instruction, roger.dalley@myoneclay.net 904-336-8081
Melissa Kowieski, Assistant Principal, melissa.kowieski@myoneclay.net,



FLORIDA VIRTUAL SCHOOL

Amendment 3

To:

2018-2021 Franchise Agreement

THIS THIRD AMENDMENT to the 2018-2021 Franchise Agreement (the "Third Amendment") is entered by and between School Board of Clay County ("CUSTOMER") and Florida Virtual School ("FLVS"), hereinafter collectively referred to as "the Parties."

WHEREAS, the Parties entered into a Franchise Agreement ("Agreement") with an effective date of July 1, 2018;

WHEREAS, the Parties wish to amend the Agreement to meet urgencies associated with the onset of a pandemic known as the Coronavirus/COVID-19;

Now, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. The Parties agree that, except as modified herein, the terms and conditions of the Agreement remain in full force and effect.
2. This Third Amendment adds and hereby incorporates Appendix G, COVID-19 Student Support Project. Appendix G shall only pertain to those student enrollments identified as in the VSA system as "COVID-19 Student Support Project".

Except as expressly amended above, the Agreement is hereby ratified and affirmed in all other respects.

ACKNOWLEDGED AND AGREED BY:

Customer <u>Clay County School District</u>	
Customer's Name <u>School Board of Clay County</u>	
By (Authorized Signature) <u>Carol Y. Studdard</u>	Date Signed
Printed Name and Title of Person Signing: <u>Carol Y. Studdard, Board Chair</u>	
Address: <u>900 Walnut St., Green Cove Springs, FL 32043</u>	
FLVS	
FLVS Name: <u>Florida Virtual School</u>	
By (Authorized Signature) <u>Louis Algaze, Ph.D.</u>	Date Signed <u>3/11/2020</u>
Printed Name and Title of Person Signing: <u>Louis J. Algaze, Ph.D. – Executive Director and CEO</u>	
Address: <u>2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835</u>	

APPENDIX G

COVID-19 Student Support Project

Appendix G shall only pertain to those student enrollments identified in the VSA system as "COVID-19 Student Support Project", herein referred to as "COVID Enrollments". COVID Enrollments will end on June 30, 2020, absent further amendment.

1. For COVID Enrollments the definition of a Billable Enrollment will be any student who achieves 10% course completion or is on active status in VSA for a minimum of fifteen (15) days. FLVS will bill the Customer for the COVID Enrollment regardless of the student's status upon Customer's receipt of the invoice.

2. The service fee for COVID Enrollments will be \$9.78 per new enrollment per segment and will apply to the entire course list in Appendix A EXCEPT the following courses, which will be billed at the standard rate in Appendix A:

FLVS COVID Enrollment EXCLUDED Course Offerings	
Course Name	
SOCIAL STUDIES	
Law Studies	
Forensic Science	
Creative Photography	
Critical Thinking and Study Skills	
Drivers Education	
Guitar 1	
Leadership Skills Development	
MJ Creative Photography	
MJ Guitar I	
Music of the World	
Outdoor Education	
Peer Counseling 1	
Peer Counseling 2	
Theater, Cinema & Film Production	
Criminal Justice Operations	
Agriscience Foundations I	
Biotechnology I	
Culinary Arts I	
Dave Ramsey's Foundations in Personal Finance	
Forestry and Natural Resources 2	
Health Science Foundation	
Introduction to Alternative Energy	

Introduction to Horticulture
M/J Orientation to Career
Nutrition and Wellness
Parenting Skills
Personal and Family Finance – Dave Ramsey
Principles of Public Service
Anthropology
Art in World Cultures
Astronomy Solar/Galactic
Early Childhood Education
Health Science I
Holocaust
Philosophy
Psychology 2
Sociology
Speech I
Sports, Recreation and Entertainment Marketing Management
World Religions

3. Florida Virtual School Responsibilities for COVID Enrollments shall **not** include the following services:

- Quality Assurance Services, inclusive of one Classroom Audit and one Completion Audit per instructor, Educator footprints reports upon request, and QA training
- A co-branded digital flyer, which is designed and set to your Franchise by request three (3) times a year (August, January, and May)
- Access to the Salesforce platform to review QA documents and submit concern resolutions