



**CLAY COUNTY
DISTRICT CONTRACT**

The School Board of: Clay County	Name of Contractor: Florida Virtual School 2145 Metro Center Boulevard, Suite 200 Orlando, Florida 32835 407.513.3587
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THIS CONTRACT ("Contract") is entered into as a contractual undertaking by and between The School Board of Clay County, Florida ("District") and Florida Virtual School ("Contractor") as of the Effective Date concerning the project identified below ("Project").

I. Name of Project: Virtual Instruction Program

II. Brief Summary of Nature and Purpose of Project:

The 2008 Legislature created 1002.45 Florida Statute, an act relating to virtual instruction programs that authorizes school districts to implement K-12 virtual instruction programs in the 2009-10 School year. The Virtual Instruction Program was amended in 2009 through SB 1676, the conforming bill, to include the following requirements. Students must have spent the prior school year in attendance at a public school in Florida. Also, students must have been enrolled and reported by a public school district for funding during the preceding October and February for purposes of the Florida Education Finance Program surveys in order to attend or must be a dependent child of a member of the United States Armed Forces who was transferred according to defined parameters. Each student must meet compulsory attendance requirements and take state assessment tests. Funding will be provided for full-time equivalent students in grades K-5 who successfully complete a basic program and are promoted to a higher grade. Funding will be provided upon successful completion of courses for grades 6-12. The State Board of Education will adopt rules as necessary to administer the bill.

Florida Virtual School is authorized in 1002.45 FS to contract with the Districts.

III. Contract Documents: The documents establishing and constituting the contractual relationship between the District and the Contractor (referred to collectively as the "Contract") supersedes all prior agreements and understandings, written or oral, regarding this Project and consist of the following:

1. Attachment A: Detailed Description of Performance Duties
2. Attachment B: Payment Schedule
3. Attachment C: Standard Terms and Conditions

Please check the full-time options your district wishes to execute. Contract serves to meet K-12 Virtual Instruction Program (VIP) requirements in the following areas:

- | | |
|------------------------------------|-------------------------------------|
| a. _____ FLVSCA serving grades K-5 | c. _____ FLVSFT serving grades 6-8 |
| b. _____ FLVSCA serving grades 6-8 | d. _____ FLVSFT serving grades 9-12 |



The provisions of this Contract and Attachments A, B and C shall govern any inconsistent or conflicting provisions in the other Contract documents identified above. Provisions in each document made a part thereof shall govern any inconsistent or conflicting provisions in the Contract and each document made a part thereof.

This contract is subject to ratification and approval of the District's school board.

IV. Project Management:

The District and the Contractor designate their respective representatives, identified below ("Contract Manager") for coordination, communication and management of the Project.

For the District: The School Board of Clay County	For the Contractor: Cathy Brown Florida Virtual School 2145 MetroCenter Boulevard, Suite 200 Orlando, FL 32835
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VI. Terms of Agreement:

This Contract shall be effective upon May 1, 2009, or on the date upon which it is signed by both the District and the Contractor, whichever is later. The contract is a five-year contract with the option to renew for a one-year period every year for four years and shall expire on June 30, 2014, unless cancelled earlier in accordance with its terms.

V. Notice:

Notice given pursuant to the terms and conditions of this Contract shall be sufficient if given to the receiving party's Contract Manager either 1) in writing addressed to that Contract Manager by certified mail, return receipt requested, or 2) by hand delivery.

VI. Approval and Execution:

The District and the Contractor have caused this Contract to be executed by their undersigned officials, duly authorized.

Florida Virtual School. By: <u><i>Julie Young</i></u> Printed Name: Julie Young Title: President and CEO Date: <u>8-6-09</u>	The School Board of Clay County, Florida By: _____ Printed Name: _____ Attest: _____ Date: _____
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**ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

CLAY COUNTY PUBLIC SCHOOL DISTRICT

The detailed description of the Contractor's performance duties and related provisions for the procurement Contract awarded to Florida Virtual School are as follows:

I. Project Overview

A. Program Background and Purpose of Project

The 2009 Legislature required in Section 1002.45, Florida Statutes, school districts to provide K-12 virtual instruction programs for full-time students. Florida Virtual School is an approved contractor with a proven track record of performance. The District wants to use this contractor to operate VIP programs for its resident students under the terms of 1002.45 FS for the 2009-2010 school year (SY).

B. Scope of Work

The Contractor is to operate a K-12 virtual school to provide a free, full-time, 180-day online instructional program to eligible students for the 2009-2010 school year. Funding is limited to K-5 students who complete a basic program and are promoted to the next grade according to the terms of the Statute and the rules to be developed by the Board of Education. Funding is limited to 6-12 students who complete courses according to the terms of the Statute and the rules developed by the Board of Education. The virtual school is to provide each student with all necessary instructional materials as defined by the Department and the Statute, and through guidelines established by the District which may include a computer, monitor, printer and access to or reimbursement for Internet services. All students are required to participate in the state assessment program created in Section 1008.22 Florida Statutes, and all instructional staff must be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. All curriculum and course content must align to Florida's Sunshine State Standards. The school is to participate in Florida's school accountability system established in Section 1008.31, Florida Statutes. The contractor agrees to align its practices with the district student progression plan and other district policies. The VIP program will provide a detailed curriculum plan that illustrates how students will be provided services to attain proficiency in the Sunshine State Standards and a method for determining a student has satisfied the requirements for graduation.

C. Governing Statutory and Administrative Requirements

The statutes and administrative rules or regulations to be implemented by this project are as follows:

- State: Florida Statute 1002.45
- Federal: NA

D. Required Outcome of the Project

The Contractor agrees to deliver a full-time, 180-day online instructional program for eligible students in kindergarten through grade 12. The virtual school will participate in Florida's school grading system under provision of Section 1008.31, Florida Statutes.

ATTACHMENT A - CONTINUED

E. Role of Contractor in the Project Outcome

1. Provide a free, full-time, 180-day instructional program using online and distance learning technology for eligible kindergarten through grade 12 students.
2. Be nonsectarian in its programs, admissions policies, employment practices and operations.
3. Provide advising, as appropriate, to ensure proper grade placement and course selection.
4. Conform all curriculum and course content to Florida's Sunshine State Standards school program requirements as delineated in Chapter 2007-28, Laws of Florida.
5. Verify student eligibility to participate in the program as delineated in 1002.45FS and to verify that students reside in Florida and in the District.
6. Keep complete and accurate attendance records for each enrolled student including days present, days absent (excused/unexcused) and minutes of instruction. Contractor will provide summary upon written request by District or Department for attendance verification. The attendance recordkeeping system shall provide complete and accurate attendance data and shall make provision for maintaining auditable records for three years or until applicable audits completed.
7. Hire instructional staff who are highly qualified by NCLB standards, ESOL endorsed and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes, and administrative staff who are residents of Florida as required by the Statute.
8. Comply with antidiscrimination provisions of Section 1000.05, Florida Statutes, and ensure employees have undergone background screening required by Section 1002.32, Florida Statutes.
9. Participate in Florida's school accountability system created in Section 1008.31, Florida Statutes.
10. Coordinate with the Department, the District, and families to ensure entering kindergarten students are screened for school readiness and students in grades 3-10 participate in FCAT testing.
11. Submit required record formats to the District in the form required by the Department's Database for Surveys 2, 3, 4 and 5 and any other requirements specified by the Department for participation in Florida's School Accountability and Information Systems.
12. Provide the Enrollment/Attendance reports specified in Section II, B.5. Project Phases and Deliverables to support payments and other information, as requested by the Department or the District for accountability and evaluation.
13. Locate the virtual school administrative office in Florida.
14. Provide at least 50% of the direct instruction to students in kindergarten through grade 5.
15. Provide at least 80% of the direct instruction to students in grades 6 through 12.
16. Provide method for determining that 9-12 students have satisfied graduation requirements.

F. Role of the District

1. Assign District VIP students to school number 7001 and other actions required by Department.
2. Verify the enrolled students are residents of the District.
3. Provide testing locations for all students for the FCAT and to administer any required testing; to provide readiness screening for students entering grade K.
4. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
5. Designate to the Contractor, a District Liaison to act for the District in all matters pertaining to this Contract and to accept and approve all deliverables and invoices.
6. Pay the Contractor in accordance with Attachment B.
7. Provide information to parents and students about right to participate in district VIP.
8. Provide a diploma for graduating seniors.



ATTACHMENT A - CONTINUED

II. Project Phases and Deliverables

A. Description of the Major Phases, Stages, or Other Organizational Structure of the Project. (See Attachment B)

B. Deliverables

The Contractor is required to provide to the Department of Education and the District, such reports as may be required by the regulations, issues or to be issued by the Department which may include:

1. List of students including each student's full name, State ID number, grade level, birth date (YYYYMMDD), school district of residence and district number.
2. List of all school staff including employee's full name, verified Florida county of residence and employment assignment (administrative, instructional, support) for all employees. In addition, for instructional staff, the list must include the grade level(s) and subject(s) taught, their Florida certification, area(s) of coverage and certificate (Department of Education) number. In no event will any of the Contractor's staff be considered employees of the District.
3. Timely submission of the required Department database record formats in Surveys 2, 3, 4 and 5 or such others as may be required by the District or the Department for inclusion in Florida's school accountability and information systems, as well as any additional information necessary for required DOE reporting.
4. Such attendance data in a form and on a schedule as is required by the Department or the District.
5. Provide District with additional student and staff data upon request.

C. Criteria for Final Completion of the Contract

The criteria for final completion of the Contract are the delivery to, and approval by, the District of the Deliverables required by the Contract.



**ATTACHMENT B
PROCUREMENT CONTRACT – PAYMENT TERMS AND SCHEDULE**

CLAY COUNTY PUBLIC SCHOOL DISTRICT

Cost of Services

Option 1: No equipment or Internet services:

\$3,995.00 per funded full-time FTE under the terms of 1002.45. For any student in grades 6-12 funded at less than 1.0 FTE, pricing will be pro rata on a per successful half credit enrollment basis of \$333 per half credit enrollment. In the event that the district enrolls and the state funds K-5 students on a .5 FTE basis for students enrolled for at least 90 days who complete the year and are promoted, the cost for these students will be \$1,997.50. The total for the technology fee and the cost for the classes will not exceed the FTE Total Funding Allocation for the individual student as presented in Attachment E.

Option 2: Equipment, Internet and other technology support services (see Attachment D-Equipment, Internet, and Other Technology Support Services):

\$3,995.00 plus a \$655 technology fee per funded full-time FTE. For any student in grades 6-12 funded at less than 1.0 FTE, pricing will be pro rata on a per successful half credit enrollment basis of \$333 per half credit enrollment plus a \$655 technology fee per student. In the event that the district enrolls and the state funds K-5 students on a .5 FTE basis for students enrolled for at least 90 days who complete the year and are promoted, the cost for these students will be \$1,997.50 plus a \$655 technology fee per student. The District shall determine the criteria and select those students who will receive these services from Contractor. Fees and technology for a less than 1.0 FTE student will not exceed the FTE allocation generated for each individual student.

For both options:

- There are no set up or training fees.
- Training will be provided for up to five District personnel using virtual instruction.
- Prices include oversight and program monitoring by the assigned FLVS program manager.
- Contractor and the District will mutually agree on enrollment requirements and procedures.
- Contractor and the District will mutually agree on outreach activities to resident students, which will include information to be provided by Contractor for inclusion on the District's web site. Contractor will host at least one in-person open house and one virtual open house at times and locations agreeable to the District.

In the event that legislation is altered or DOE implements differing requirements that require technology services be provided to additional students, the funding agreement will be addressed based on the new requirements.

If Contractor provides the technology, there is no recourse back to the District if any equipment is not recovered or is damaged beyond repair beyond the value of the technology fee required in Option 2 above.

Invoicing terms will be as follows:

The schedule of progress payments, the deliverable(s) required to be received and approved, and the projected payment dates are set forth below. The actual date of payment shall be governed by the receipt of funds by the district from the State of Florida for the enrolled students in the K-12 virtual school programs selected, not by the projected payment date which is included to assist in planning any contracted activities and managing the project. The District shall pay a total of \$3,995 or \$4,650 for each "full-time equivalent



ATTACHMENT B - CONTINUED

student" (as that term is defined in sec. 1011.61(1)(c) 1.b. (III) or (IV), Fla. Stat.) enrolled in the District's virtual school as follows.

<u>Amount of Payment</u>	<u>Projected Date</u>	<u>Description of Deliverables</u>
\$1,997.50 times the number of students funded by DOE, plus \$655 times the number of students funded by the DOE requiring technology as determined by the school district and provided by Contractor.	December 1, 2009	Submission of Survey 2 data accepted by the department resulting in a payment to the District for enrolled students.
\$1,997.50 times the number of students funded by DOE, plus \$655 times the number of students funded by the DOE requiring technology as determined by the school district and provided by Contractor not previously invoiced above.	April 1, 2010	Submission of Survey 3 data accepted by the department resulting in a payment to the District for enrolled students.
The difference between the total number of students funded by the Department times \$3,995 or \$4,650 and amounts paid by the District to the Contractor. If the amount due to the Contractor is higher than the amount paid, the district shall remit such funds to the contractor by August 31. If the amount due to the Contractor is less than the amount paid, then the Contractor shall remit such funds to the District by August 31.	July 31, 2010	Submission of Survey 5 data (or such other reports as may be required by the department) accepted by the department resulting in a final payment under the terms of the Statute.



**ATTACHMENT C
OTHER TERMS AND CONDITIONS**

CLAY COUNTY PUBLIC SCHOOL DISTRICT

- I. Contractor in delivering the services contracted for shall provide Deliverables in the form of instructional tools and supplies, instructional materials, and computer hardware and software as are necessary to deliver the Project, but will retain ownership of all such Deliverables.
- II. To the best of the Contractor's knowledge, the Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable and the District's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S. C. Section 106. To the best of the Contractor's knowledge, in furtherance of this provision, the Contractor warrants that:
 - a. As to each work of software or other "information technology" as identified in Section 287.012(15), Florida Statutes, in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverables.
 - b. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.
- III. If there is a modification to the rules and regulations approved by the State Board of Education in contradiction to the terms outlined in this Contract, the Parties will amend the Contract as necessary to bring the Contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- IV. Contractor will comply with all applicable laws including, but not limited to, those requiring confidentiality of student records.
- V. Contractor has filed for or is the owner of various trademarks and logos. The District will be granted the use of such logos and trademarks in connection with its virtual school offering but shall be limited to those services provided under this Contract.
- VI. Contractor will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the District, or of the public, which may arise from operations under this Contract, whether such operations be by Contractor, or by any subcontractor or anyone directly or indirectly employed by any of them.
- VII. In no event will the District, Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of Contractor, its officers, employees, or agents.
- VIII. To the extent permitted by law, Contractor agrees to indemnify and hold District, its board members, officers, employees, and agents harmless from all liability, claims and demands arising from any suit,



action, grievance, charge or proceeding brought in connection with or related to Contractor's operation or conduct of any of Contractor's employees, agents, or representatives. This provision will not be deemed a relinquishment or waiver of applicable limitations of liability and sovereign immunity available to Contractor or District under law.

- IX. This Contract can only be terminated before its expiration if:
 - a. Both parties agree in writing to the termination
 - b. Either party materially breaches this Contract, and fails to cure such breach within a reasonable time following written notification of such breach from the other party.
 - c. Any filing of bankruptcy or insolvency of the Contractor occurs.
- X. Dispute Resolution and Arbitration- The parties agree that if there is a disagreement regarding the terms of this agreement, the parties will engage in discussions to resolve the dispute prior to any litigation being filed.
- XI. Contractor agrees to be bound by and meet all requirements in Section 1002.45, Florida Statutes, as may be amended from time to time, including, but not limited to, the requirements for background screening for all employees.
- XII. Contractor agrees and acknowledges that this agreement shall be governed by and interpreted in accordance with Florida law and that venue for any dispute regarding this agreement shall lie in the state courts serving Clay County, Florida.

Attachment D

Equipment, Internet, and Other Technology Support Services

Detailed breakdown of technology costs:

Hardware and software	\$505.00 (see below for breakdown)
Technical support	\$ 50.00 (see below for breakdown)
Internet subsidy	\$100.00 (see below for breakdown)
Total	\$655.00

Hardware and Software Cost Components			
	Lease Cost (\$685.59 purchase cost, including tax, leased over 3 years)	1	\$200.00
	Imaging Costs (\$30 purchase cost leased over 3 years)		\$10.00
	Annual Software License (MS, filter, virus)		\$64.00
	End of Life Disposal (\$28 spread over 3 years)		\$9.33
	Outbound Shipping/handling to Student (incl. insurance)		\$25.59
	Loss Estimate (3%)	2	\$20.57
	Receive/Test/ Re-image ¹ /Clean/Dust	3	\$46.00
	Packing Boxes for Shipment	4	\$24.92
	Printer		\$43.31
	Printer Shipping (outbound)		\$6.70
	Printer Repairs/Replacement (4%)		\$1.73
	Warehousing		\$20.34
	Logistics Management (time, phone expense, etc.)	5	\$20.00
	General Overhead	6	\$12.51
	Total		\$505.00

The hardware specifications shall equal or exceed the following:

Hewlett Packard® desktop:

- Intel® Processor, 3.06 GHz or better
- 256MB DDRAM
- 80GB Hard Drive
- Integrated Graphics and Sound
- 1.44mb Floppy Disk Drive
- 48X CD-ROM or better
- Integrated 10/100 Networking
- 4 USB Interfaces
- V 90 56k Modem
- Standard PS/2 Keyboard
- 2-button PS/2 Scroll Mouse



- 17" Color CRT
- Software
- Microsoft® Windows® XP Professional
- Microsoft Office
- Trend Micro® AntiVirus
- Ad-Aware® SE Anti-spyware protection
- Other software installed includes: Adobe Acrobat Reader®, Flash® Player, Shockwave® Player, and Windows Media® Player
- Net Nanny® Internet filtering software is available upon request
- Extras
- Headset/Microphone combo
- Unlimited Technical Support

Printers: Printers are HP Color Deskjet printers. Printers come with one tri-color ink cartridge and a USB cable. Printers are updated for returning students at least once every three years. Only the initial cartridge with the new printer is provided. Printers meet the following specifications:

- USB-connected
- B/W print speed up to 12.5 PPM (page per minute)
- Color print speed up to 12.5 PPM (page per minute)
- Resolution up to 4800x1200 dpi (page per minute)

Technical Support: A payment of \$5 per month will also be charged for each month that a student who has received a computer is enrolled, up to a maximum of \$50 for a complete school year. Invoicing will be reconciled at the end of each school year.

Internet Reimbursement: Contractor pays to each qualifying household \$9.95 per month paid for a nine-month period and paid in three installments. Contractor charges \$3.48 per payment for processing and mailing each Internet reimbursement payment for a total of \$100.00.

Yes
No

ATTACHMENT E

10

= District Number

PUBLIC SCHOOL FUNDING FEFP Revenues Per FTE Per FEFP Program Based on 2009-10 1st Calculation Clay County Public Schools

M	2009-10 1st Calc K-3	2009-10 1st Calc 4-8	2009-10 1st Calc 9-12
Major FEFP Formula Components			
Unweighted FTE	1.00	1.00	1.00
Weighted FTE	1.0740	1.0000	1.0330
1st Calc Unweighted FTE	35,898.14	35,898.14	35,898.14
School Taxable Value	10,702,985,525	10,702,985,525	10,702,985,525
Required Local Effort Millage	5.255	5.255	5.255
Discretionary Millage	0.748	0.748	0.748
Additional Discretionary Millage	0.000	0.000	0.000
Total Millage	6.003	6.003	6.003
Base Student Allocation	3,630.62	3,630.62	3,630.62
District Cost Differential	0.9956	0.9956	0.9956
Class Size Student Allocation	1,311.73	894.73	896.89
FEFP Detail			
Regular Term WFTE x BSA x DCD	3,882.13	3,614.65	3,733.93
Declining Enrollment Allocation	0.00	0.00	0.00
Sparsity Supplement	0.00	0.00	0.00
Lab School Discretionary Contribution	0.00	0.00	0.00
Safe Schools	17.79	17.79	17.79
.25 Millage Equalization	0.00	0.00	0.00
.748 Millage Compression	228.62	228.62	228.62
Supplemental Academic Instruction	273.85	273.85	273.85
Reading Instruction Allocation	38.56	38.56	38.56
ESE Guaranteed Allocation			
Merit Award Allocation			
DJJ Supplemental Allocation			
Instructional Materials	81.17	81.17	81.17
Federal Stabilization Funds	343.90	343.90	343.90
Minimum Guarantee	0.00	0.00	0.00
Total FEFP	4,866.02	4,598.54	4,717.82
Local FEFP Funds			
Required Local Effort Taxes	1,488.43	1,488.43	1,488.43
State FEFP	3,377.59	3,110.11	3,229.39
State Categorical Programs			
Transportation			
Instructional Materials			
Teacher's Lead Program			
Class Size Reduction Growth, Workload	1,402.60	890.79	922.41
Total Categorical Funding	1,402.60	890.79	922.41
Lottery Funding			
Discretionary Lottery Funds K-12	0.00	0.00	0.00
School Recognition Grant			
Total Lottery Funding	0.00	0.00	0.00
Total State Funding	4,780.19	4,000.90	4,151.80
Local Funding			
Total Required Local Effort	1,488.43	1,488.43	1,488.43
Discretionary Local Effort	211.86	211.86	211.86
Additional Discretionary Local Effort	0.00	0.00	0.00
Total Local Funding	1,700.30	1,700.30	1,700.30
Total Funding	6,480.49	5,701.20	5,852.10
Double Check	6,480.49	5,701.20	5,852.10