

**INTERDISTRICT VIRTUAL INSTRUCTION PROGRAM PARTICIPATION
AGREEMENT**

This agreement (“Agreement”) is made and entered into this _____ day of _____, 2012 by the School Board of _____ County, Florida (“District”) and the School Board of Clay County, Florida (“Clay Virtual Academy”), and provides as follows:

1. The term of this agreement is for the period July 1, 2012 to June 30, 2013 (“term”), unless cancelled by either side as provided herein.
2. District elects to participate in Clay Virtual Academy serving Grades K-12 option to meet the Virtual Instructional Program (VIP) requirements for its resident students in accordance with the terms of §1002.45 Florida Statutes.
3. District and Clay Virtual Academy agree to the terms and conditions contained in Attachments A, B, and C attached hereto and incorporated herein as true and accurate.
4. This Agreement shall be effective upon the date upon which it is signed by both Parties, whichever is later and shall replace any other agreements previously between the Parties as to a virtual school program.

SCHOOL BOARD OF
CLAY COUNTY, FLORIDA

THE SCHOOL BOARD OF _____
COUNTY, FLORIDA

By: _____
Printed name: _____
Title: _____
Date: _____

By: _____
Printed name: _____
Title: _____
Date: _____

ATTACHMENT A

Scope of Work:

Clay Virtual Academy is to operate a K – 12 virtual school to provide a free, full-time 180-day online instructional program to eligible students during the 2012 – 2013 school year. Funding will be based on the regulations established by the Florida Department of Education in accordance with the Florida Statutes 1002.45. The District 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, a monitor, a printer and access to a reimbursement for Internet services. All public school students are required to participate in the state assessment program created in §1008.22, Florida Statutes, and all instructional staff must be highly qualified as identified by No Child Left Behind 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 District is to participate in Florida’s school accountability system established in §1008.31, Florida Statutes. Clay Virtual Academy agrees to establish a student progression plan and other policies to support a virtual program in compliance with applicable Florida Statutes. As required in §1002.45, Florida Statute, a detailed curriculum plan is provided in Attachment C that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject.

Role of the District:

1. Assign District VIP students to Cost center 7001 under the appropriate provider by code and other actions required by Department.
2. Verify the enrolled students are residents of the District.
3. Provide and administer or coordinate testing locations for all public school students for required state assessments; provide readiness screening for students entering grade K.
4. Provide any required services to support a student’s Individual Educational Plan consistent with the legal requirements for serving students with special needs in a virtual school.
5. Designate to Clay Virtual Academy, a District Liaison to act for the District in all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.
6. Report to the state for payment all students served under this Agreement as reported to the District by Clay Virtual Academy.
7. Pay Clay Virtual Academy in accordance with Attachment B.
8. Provide information to parents and students about their rights to participate in District VIP.
9. Provide a diploma for graduating seniors.

ATTACHMENT B
Payment Terms and Conditions

Cost of Services for the 2012-2013 School Year:

1. Annual Student Service Fee (Per funded full-time FTE.)
 - **\$3,995.00 per full time student enrolled in the District's VIP.**

Payment will be prorated for any fractional FTE.

Includes up to six (6) full credit courses per full-time student plus materials and reclamation of durable and unused goods.

2. Instructional Materials Fees
 - **Courses with consumable items or license fees are indicated in Attachment E.**
 - **Computer, printer, and other items required by Statute for eligible students are the responsibility of _____ School Board; if provided by Clay Virtual Academy, fee is \$800 per student.**

(Payable as long as the student is reported during an enrollment survey period.)

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.

Invoice/Payment Schedule:

- February 1, 2013 due on or before February 29, 2013 based on FTE reported in the FTE Survey 2 in October of 2012.
- June 1, 2013 due on or before June 30, 2013 based on FTE reported in the FTE Survey 3 in February of 2013.
- Final reconciliation July 31, 2013.
- A final reconciliation will be performed of the Annual Fees based on the funded FTE paid to the District and the amounts paid to Clay Virtual Academy no later than July 31 of each year, starting in July 31, 2013. In the event that the Annual Student Fees paid to Clay Virtual Academy exceeds the number of FTE's funded to the District for students enrolled under this Agreement, Clay Virtual Academy shall refund the difference to the District no later than the following September 30.

- I. Clay Virtual Academy in delivering the services contracted for shall provide Deliverables in the form of instructional tools and supplies, instructional materials, but will retain ownership of all such Deliverables.
- II. To the best of the Contractor's knowledge, Clay Virtual Academy further warrants that as to each Deliverable produced pursuant to this Agreement, Clay Virtual Academy'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 Clay Virtual Academy's knowledge, in furtherance of this provision, Clay Virtual Academy 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, Clay Virtual Academy 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, Clay Virtual Academy 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 Agreement, the Parties will amend the Agreement as necessary to bring the Agreement into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- IV. Both Parties will comply with all applicable laws including, but not limited to, those requiring confidentiality of student records.
- V. Clay Virtual Academy 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 Agreement.
- VI. In no event will Clay Virtual Academy, its Board members, officers, employees, or agents be responsible or liable for the debts, acts or omissions of District, its officers, employees, or agents.

- VII. Method for Conflict Resolution - Any dispute concerning performance of the Agreement shall be decided by Clay Virtual Academy's designated Agreement manager, who shall reduce the decision to writing and serve a copy on the District. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the District files with Clay Virtual Academy a petition for an administrative hearing. Clay Virtual Academy's decision on the petition shall be final, subject to the District's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the District's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- VIII. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Clay County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- IX. Termination – This Agreement may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the Agreement and fails to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- X. Debt Responsibility – As required by Florida Statutes, Clay Virtual Academy is responsible for all debts for the School District's virtual instruction program that arise out of Clay Virtual Academy's performance of this Agreement if the agreement is not renewed or is terminated. This does not excuse the District from paying any obligations incurred resulting from its obligations under this Agreement or from the payment of any debts incurred under this Agreement for termination, unless such termination is as provided for in Section X.
- XI. Contractor is required to comply with all requirements of §1002.45, Florida Statutes.
- XII. Contractor agrees to be bound by and meet all requirements in §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.

ATTACHMENT C

Detailed Curriculum Plan

General information

All students enrolled in the Clay Virtual Academy VIP program in grades K-12 will participate in their grade-level specific schedule, included in this document. All student schedules are subject to the approval of the District. The following represents the detailed curriculum plan for districts in the Virtual Instruction Program (VIP) for 2012-2013. Students performing above or below grade level may receive additional adjustments, subject to District approval as follows:

Students performing above or below grade level K-12

Students who are not performing at grade level or those who are performing above grade level will be placed in their appropriate grade-level courses but may receive additional content and instruction designed to address their academic needs.

Students receiving above grade level content will not qualify for any “gifted” designation within their resident district. Students who are well above grade level in a subject may receive a course at one or more grade levels above their age-based grades with District approval.

In addition, students may be offered elective courses, with District approval. Further details about courses may be viewed on the Clay Virtual Academy website: <http://Clay Virtual.net>. All courses include detailed assessments to ensure student mastery of Florida requirements.

Clay Virtual Academy represents that to the best of its knowledge, all curriculum provided under this plan complies in all material respects to the Florida Next Generation Sunshine State Standards/Common Core as required for each grade level and subject.

Kindergarten	Grade 1	Grade 2
Language Arts Math Science Social Studies Art Physical Education	Language Arts Math Science Social Studies Art Physical Education	Language Arts Math Science Social Studies Art Physical Education

Grade 3	Grade 4	Grade 5
3rd Grade Language Arts Math Science Social Studies Art Physical Education	4th Grade Language Arts Math Science Social Studies with Florida State History Art Physical Education	5th Grade Language Arts Math Science Social Studies Art Physical Education

Students in all grades will be provided differentiated instruction within appropriate content areas. This may include placement in a course above or below grade level with District approval.

6 - 8th Grade Course Progression

Standard	Advanced	Accelerated
6TH GRADE	6TH GRADE	6TH GRADE
MJ Language Arts 1	MJ Language Arts 1 ADV	MJ Language Arts 1 ADV or MJ Language Arts 2 Advanced
MJ Mathematics 1	MJ Mathematics 1 ADV	MJ Mathematics 1 ADV or MJ Math 2 Advanced
MJ Comprehensive Science 1	MJ Comprehensive Science 1 ADV	MJ Comprehensive Science 1 ADV or MJ Comprehensive Science 2 Advanced
MJ World Cultures	MJ World Cultures ADV	MJ World Cultures ADV or MJ Civics Advanced
MJ PE	MJ PE	MJ PE
Elective	Elective	Elective
7TH GRADE	7TH GRADE	7TH GRADE
MJ Language Arts 2	MJ Language Arts 2 ADV	MJ Language Arts 2 ADV or MJ Language Arts 3 Advanced
MJ Mathematics 2	MJ Mathematics 2 ADV	MJ Mathematics 2 ADV or MJ Math 3 Advanced or Algebra I Honors
MJ Comprehensive Science 2	MJ Comprehensive Science 2 ADV	MJ Comprehensive Science 2 ADV or MJ Comprehensive Science 3 Advanced
MJ World Geography	MJ World Geography ADV	MJ Civics ADV or MJ U.S. History Advanced
Elective	Elective	Elective
		Elective
8TH GRADE	8TH GRADE	8TH GRADE
MJ Language Arts 3	MJ Language Arts 3 ADV	MJ Language Arts 3 ADV or English I Advanced
MJ Mathematics 3	MJ Mathematics 3 ADV or Algebra I Honors	MJ Mathematics 3 ADV or Algebra I Honors or Geometry Honors
MJ Comprehensive Science 3	MJ Comprehensive Science 3 ADV	MJ Comprehensive Science 3 ADV or Biology Advanced
MJ US History (8th)	MJ US History (8th) ADV	MJ U.S. History Advanced or World History
Elective	Elective	Elective
		Elective



High School

Sample Course Progression Recommendation

REGULAR TRACK	HONORS TRACK	RIGOROUS ACADEMIC TRACK
9th GRADE English 1 Algebra 1 Biology Intro to Instructional Technology PE / Personal Fitness Elective (1.0 credit)	9th GRADE English 1 Honors Algebra 1 Honors World History Honors Biology Honors Intro to Instructional Technology PE / Personal Fitness	9th GRADE English 1 Honors Algebra 1 Honors World History Honors <i>or</i> AP World History Biology Honors Spanish 1 <i>or</i> Chinese 1 <i>or</i> ASL PE / Personal Fitness
10th GRADE English 2 Geometry Physical Science Spanish 1 <i>or</i> Chinese 1 <i>or</i> ASL World History Elective (1.0 credit)	10th GRADE English 2 Honors Geometry Honors Physical Science Honors Spanish 1 <i>or</i> Chinese 1 <i>or</i> ASL Elective (1.0 credit) Elective (1.0 credit)	10th GRADE English 2 Honors Geometry Honors Physical Science Honors Spanish 2 <i>or</i> Chinese 2 AP European History Intro to Information Technology
11th GRADE English 3 American History Algebra 2 Chemistry <i>or</i> Physics Spanish 2 <i>or</i> Chinese 2 <i>or</i> ASL 2 Elective (1.0 credit)	11th GRADE English 3 Honors <i>or</i> AP Language <i>or</i> DE Comp American History Honors Algebra 2 Honors Chemistry Honors <i>or</i> Physics Honors Spanish 2 <i>or</i> Chinese 2 <i>or</i> ASL 2 Elective (1.0 credit)	11th GRADE AP Language <i>or</i> DE Comp AP US History <i>or</i> DE American History Algebra 2 Honors Chemistry Honors <i>or</i> Physics Honors Spanish 3 <i>or</i> Chinese 3 Elective (1.0 credit)
12th GRADE FL College Prep (English 4) Economics / Government Advanced Algebra with Financial Applications <i>or</i> Math for College Readiness Elective (1.0 credit) Elective (1.0 credit) Elective (1.0 credit)	12th GRADE AP Literature <i>or</i> DE Comp Pre-Calculus Honors <i>or</i> DE College Algebra Honors Economics / Government Spanish 3 AP Science <i>or</i> Anatomy & Physiology Elective (1.0 credit)	12th GRADE AP Literature <i>or</i> DE Comp Calculus Honors <i>or</i> AP Calculus AP Economics / Government AP Spanish AP Science <i>or</i> Anatomy & Physiology Elective (1.0 credit)