

## CLAY DISTRICT CONTRACT

<b>The School Board of Clay County Florida 900 Walnut Street Green Cove Springs, Florida 32043</b>	<b>Name of Contractor: Florida Virtual School 2145 Metro Center Boulevard Orlando, Florida 32835</b>
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THIS CONTRACT (“Contract”) is entered into as a contractual undertaking by and between The School Board of Clay County Florida as governing body of the Clay County School District (“District”) and Florida Virtual School. (“Contractor”) as of the Effective Date concerning the project indentified below (“Project”).

I. Name of Project: K-8 Virtual School 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 virtual instruction programs through district-operated programs or programs provided by contracted providers approved by the Florida Department of Education (the “Department”), which contract providers must meet certain qualifications, unless the Contractor is exempt from such qualifications. School districts are required to offer specified virtual instruction programs in the 2009-2010 school year by operating one or more schools. Students must have spent the prior school year in attendance at a public school in Florida and 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-8 who successfully complete a basic program and are promoted to a higher grade. The State Board of Education will adopt rules as necessary to administer the bill.

Florida Virtual School is an authorized provider under the bill and is eligible to contract with the District under the terms of 1002.45 FS for the 2009-2010 school year.

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

This contract has no bearing on the existing Franchise Agreement with districts.

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 Florida	For the Contractor: Julie Young Florida Virtual School Orlando, Florida
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V. Effective Date:

This Contract shall be effective on July 1, 2009, or on the date upon which it is signed by both the District and the Contractor, whichever is later. ("Effective Date")

VI. Expiration Date:

This Contract shall expire on June 30, 2010, unless cancelled earlier in accordance with its terms.

VII. 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 evidenced by a signed receipt.

VIII. 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: _____ Printed Name: Julie Young Title: CED and President Date: _____	The School Board of Clay County Florida By: _____ Printed Name: _____ Attest: _____ Date: _____
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**CLAY COUNTY PUBLIC SCHOOL DISTRICT  
ATTACHMENT A  
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

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

1. Project Overview.

A. Program Background and Purpose of Project

The 2008 Legislature required in Section 1002.45, Florida Statutes, school districts to operate their own K-8 virtual schools alone or using contractors approved by the Florida Department of Education or deemed approved in the statute. Florida Virtual School is an approved contractor with a proven track record of performance. The District wants to use this contractor to operate a school program for its resident students under the terms of 1002.45 FS for the 2009-2010 school year.

B. Scope of Work.

The Contractor is to operate a K-8 virtual school to provide a free, full-time, 180-day online instructional program for the 2009-2010 school year. Funding is limited to those 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. 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 hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. All curriculum and course content must conform 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.

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 8. The virtual school will participate in Florida's school grading system under provision of Section 1008.31, Florida Statutes.

E. Role of Contractor in the Project Outcome.

1. To provide a free, full-time, 180-day instructional program using online and distance learning technology for eligible kindergarten through grade 8 students
2. Be nonsectarian in its programs, admissions policies, employment practices and operations
3. To provide curriculum counseling as appropriate, to ensure proper grade placement and course selection
4. To 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. To verify student eligibility to participate in the program as delineated in 1002.34FS and to verify that students reside in Florida and in the District
6. To keep complete and accurate attendance records for each enrolled student that should include days present, days absent (excused and unexcused) and hours or minutes of instruction. The Contractor should be able to provide summary information upon written request by the District or the 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 (3) years or until applicable audits are completed.
7. To hire instructional staff who 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. To comply with the antidiscrimination provisions of Section 1000.05, Florida Statutes, and to ensure school employees have undergone background screening as required by Section 1002.32, Florida Statutes
9. To participate in Florida's school accountability system created in Section 1008.31, Florida Statutes
10. To coordinate with the Department, the District, and families to ensure entering kindergarten students are screened for school readiness and at least 95% of students in grades 3-8 participate in FCAT testing
11. To submit required record formats to the District in the form required by the Department's Database for Surveys 2, 3, 5 and any other requirements specified by the Department for participation in Florida's School Accountability and Information Systems
12. To 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. To locate the virtual school administrative office in Florida

F. Role of the District.

1. To obtain a school number and other such actions as are required in order to be approved by the Department to operate a K-8 virtual school for the 2009-2010 school year in accordance with 1002.45 FS
2. To cooperate in all matters requiring concurrence or approval in order that the Contractor will not be unduly delayed in performing the duties prescribed by the Contract
3. To verify the enrolled students are residents of the District
4. To provide testing locations for all students for the FCAT and to administer any required testing; to provide readiness screening for students entering grade K
5. To provide any required services to support a student's IEP other than those accommodations that can be provided within the format of the virtual school consistent with the guidelines for serving students with special needs in a virtual school as have been or may be issued by the Department
6. To designate to the Contractor, a Contract Manager to act for the district in all matters pertaining to this Contract and to accept and approve all deliverables and invoices
7. To pay the Contractor in accordance with Attachment B

II. Project Phases and Deliverables.

A. Description of the Major Phases, Stages, or Other Organizational Structure of the Project.

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. A list of students including each student's full name, State ID number, grade level, birth date (YYYYMMDD), school district or residence and district number
2. A 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, 5 or such others as may be required by the District or the Department for inclusion in Florida's school accountability and information systems

4. Such attendance data in a form and on a schedule as is required by the Department or District

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.

**CLAY COUNTY PUBLIC SCHOOL DISTRICT  
 PROCUREMENT CONTRACT – ATTACHMENT B  
 PAYMENT TERMS AND SCHEDULE**

- I. 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 from the State of Florida for the enrolled students in the K-8 virtual school, not by the projected payment date which is included to assist in planning the Contract activities and managing the project. Total due for each successful, eligible student will be \$4950.

Amount of Payment	Projected Date	Description of Deliverables
\$2,000 or such amount as is Received by the District from the Department for students enrolled in the virtual school, but not to exceed \$2,000	December 1, 2009	Submission of Survey 2 data accepted by the Department resulting in a payment to the District for enrolled students
\$2,000 or such amount as is received by the District from the Department for students enrolled in the virtual school, but not to exceed \$2,000	April 15, 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 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, 2010. 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, 2010.	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

**CLAY COUNTY PUBLIC SCHOOL DISTRICT  
ATTACHMENT C  
OTHER TERMS AND CONDITIONS**

- I. The 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. The 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. The 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 the 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 the 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 the 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.