

**FLORIDA VIRTUAL SCHOOL PROGRAM PARTICIPATION AGREEMENT**

This agreement (“agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the School Board of Clay County, Florida (“District”) and Florida Virtual School (“Virtual Instructional Provider”), and provides as follows:

1. The term of this agreement is for the period \_\_\_\_\_ to \_\_\_\_ (“term”), unless cancelled by either side as provided herein.

2. District elects to participate in the following options to meet the Virtual Instructional Program (VIP) requirements for its resident students in accordance with the terms of 1002.45 Florida statutes.

A. \_\_\_\_\_ FLVS FT serving Grades K – 5

B. \_\_\_\_\_ FLVS FT serving Grades 6 – 8

C. \_\_\_\_\_ FLVS FT serving Grades 9 – 12

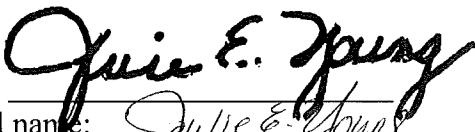
**[Please check and initial program (S) selected.]**

3. District and VIP agree to the terms and conditions contained in Exhibits A and B attached hereto and incorporated herein as true and accurate. The Procedure Manual with FLVS policies regarding this agreement may be found at [www.flvsft.com](http://www.flvsft.com).

4. This contract shall be effective upon the date upon which it is signed by both the district and the contractor, whichever is later and shall replace any other agreements previously between the Parties as to a virtual school program. This contract is a one year contract and shall be cancelable by either side on an annual basis.

FLORIDA VIRTUAL SCHOOL

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By:   
Printed name: Julie E. Young  
Title: President and CEO  
Date: 5-27-10

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT A

### **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 during the 2010 – 2011 school year. Funding for the Initial Year is limited to: (a) 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 developed by the Board of Education or b) to 6 – 12 students who complete courses according to the terms of the statute and the rules developed by the Board of Education or c) shall be based on any applicable statute and rules for any subsequent year if different from those applicable in the Initial Year. 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, a monitor, a printer and access to a 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.

### **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. Report to the state for payment all students served under this Agreement as reported to the District by the Contractor.
7. Pay the Contractor in accordance with Attachment B.
8. Provide information to parents and students about right to participate in district VIP.
9. Provide a diploma for graduating seniors.

**ATTACHMENT B**  
Payment Terms and Conditions

**Cost of Services for the 2010-2011 School Year:**

1. *Annual Student Service Fee (Per funded full-time FTE.)* **\$3,995.00 per student**  
*Payment will be prorated for any fractional FTE.  
Includes up to six (6) full credit courses per student plus  
materials and reclamation of durable and  
unused goods. In no event shall the annual student  
services fee exceed the dollar amount per FTE as calculated  
from the most recent FEFP calculation.*
  
2. *Annual Student Computer Services Fee* **\$655.00per student**  
*(Per funded full-time FTE. Payment will be prorated for any  
fractional FTE.) Includes desktop computer, scanner/printer,  
shipping, technical support, and reclamation of hardware*

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:**

- The first payment shall be due and payable ten days after publication of the first semester grades.
- The second payment shall be due 10 days after the publication of the second semester grades.
- Final reconciliation July 31, 2011
- A final reconciliation will be performed of the Annual Fees based on the funded FTE paid to the District and the amounts paid to the Contractor no later than July 31 of each year, starting in July 31, 2011. In the event that the Annual Student Fees paid to the Contractor exceed the number of FTE's funded to the District for students enrolled under this Agreement, the Contractor shall refund the difference to the District no later than the following September 30.

## **Attachment B - Continued**

- 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. 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.
- IX. 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.