

FLORIDA VIRTUAL SCHOOL PROGRAM PARTICIPATION AGREEMENT

This agreement ("agreement") is made and entered into this _____ day of _____, 2011 by the School Board of Sarasota County, Florida ("District") and Florida Virtual School ("Virtual Instructional Provider" or "Contractor"), and provides as follows:

1. The term of this agreement is for the period July 1, 2011 to June 30, 2012 ("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. X 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 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 the district and the contractor, whichever is later and shall replace any other agreements previously between the Parties as to a virtual school program.

FLORIDA VIRTUAL SCHOOL

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Printed name: _____
Title: President and CEO
Date: _____

By: _____
Printed name: _____
Date: _____

DOCUMENT APPROVED FOR LEGAL CONTENT
7-7- 2011, BY

A. LAMAR MATTHEWS, JR
MATTHEWS, EASTMOORE, HARDY, CRAUWELS & GARCIA
ATTORNEYS FOR

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
SIGN: AST

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 2011 – 2012 school year. Funding will be based on the regulations established by the Florida Department of Education in accordance with the Florida s. 1002.45. 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 establish a student progression plan and other policies to support a virtual program in compliance with applicable Florida Statutes in consultation with the District. As required in s. 1002.45, 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. For districts who select the provision of a full-time virtual instruction program to students in grades 9 through 12, the contractor will report the successful completion of courses to the district and it is the district’s responsibility to confirm that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43.

Role of the District:

1. Assign District VIP students to school number 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 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 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 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 2011-2012 School Year:

1. *Annual Student Service Fee (Per funded full-time FTE.)*
 - **\$3,995.00 per student for students enrolled in the District's VIP program supported by FLVS as of June 3, 2011.**
 - **\$4,750.00 per student for all other students.**

*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.*

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

3. *Annual Student ISP Fee* **\$ 99.50 per student**

(Per funded full-time FTE. Payment will be prorated for any fractional FTE.)

4. *Annual Student Intensive Reading Fee* **\$380.00 per student**

(Payable so 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.

*The services described in items two through four will be provided by Contractor only if specifically requested by District on an individual student basis.

Invoice/Payment Schedule:

- February 1, 2012 due on or before February 29, 2012 based on FTE reported in the FTE Survey 2 in October of 2011.
- June 1, 2012 due on or before June 30, 2012 based on FTE reported in the FTE Survey 3 in February of 2012.
- Final reconciliation July 31, 2012
- 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 August 15th of each year, starting in 2012. 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 Agreement, 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 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. 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 Agreement.
- 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 Agreement, 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. Method for Conflict Resolution - Any dispute concerning performance of the Agreement shall be decided by the District's designated Agreement manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the District a petition for administrative hearing. The District's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor'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.

- IX. 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 Sarasota County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- X. 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.
- XI. Debt Responsibility – As required by Florida statute, the Contractor is responsible for all debts for the school district virtual instruction program that arise out of the Contractor’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.
- XII. Contractor is required to comply with all requirements of s. 1002.45.
- XIII. 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.
- XIV. 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, claim, 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 any applicable limitation of liability and sovereign immunity available to Contractor or District under law.

ATTACHMENT C

Detailed Curriculum Plan

General information

All students enrolled in the FLVS FT VIP program in grades K-8 will participate in their grade-level specific schedule, included in this document. Students in grades 9-12 will participate in a Regular, Honors, or Rigorous Academic Track with classes assigned according to credits needed for graduation in their district. The following represents the detailed curriculum plan for districts in the Virtual Instruction Program (VIP) for 2011-2012. Students performing above or below grade level may receive additional adjustments, subject to district approval as follows:

Students performing below grade level K-8

Students who are not performing at grade level will be placed in their appropriate grade-level courses but may receive additional content and instruction designed to address their deficiencies. Students who are not performing at grade level in math grades 3-8 may receive enhanced course content in math. The course codes will be the same as the standard course codes for these courses but the student's records will identify the course as "Essential." Students who scored a level 1 or 2 on the FCAT Reading test will be placed in an Intensive Reading course in place of Educational Technology and Online Learning and Art. Health and Physical Education may also be waived for these students as necessary.

Students performing above grade level K-8

Students who are above grade level may receive enhanced course content in language arts, math, or science in grades 3 through 8. The course codes will be the same as the standard course codes for these subjects in grades 3-5 but the student's records will identify the course as "Advanced or Talented." In grades 6-8, course codes for Advanced content will be used. Students receiving this content will not qualify for any "gifted" designation within their resident district. Students who are well above grade level in math may receive a math course at one or more grade levels above their age-based grades with district approval.

In addition, students may be offered one (and in rare situations, more than one) additional Elective course, with district approval. Electives and further details about courses may be viewed in the [FLVS FT Program Guide 2011-2012](http://www.flvs.net/areas/flvscourses/Pages/Course%20Catalog/CourseListing.aspx#high). Course, and unit descriptions for grades K-8 are available at <http://www.connectionsacademy.com/curriculum/elementary-school/free-online-learning.aspx> and <http://www.connectionsacademy.com/curriculum/middle-school/free-online-learning.aspx> and for high school at <http://www.flvs.net/areas/flvscourses/Pages/Course%20Catalog/CourseListing.aspx#high>.

All courses include detailed assessments to ensure student mastery of Florida requirements. Details about the assessments are available from the Florida Department of Education in the Florida Connections Academy provider application or from Florida Virtual School.

The Contractor 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 for each grade level and subject.

Kindergarten	Grade 1	Grade 2
Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education	Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education	Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education

Regular Track	Intensive Track	Talented/Advanced Track
3rd Grade Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education	Language Arts Intensive Reading PACE Essential Math 3 Science Social Studies Physical Education	Talented Language Arts Talented Literature Study Talented Math 3 Talented Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education
4th Grade Language Arts Math Science Social Studies with Florida State History Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education	Language Arts Intensive Reading PACE Essential Math 4 Science Social Studies with Florida State History Physical Education	Talented Language Arts Talented Literature Study Math 5 Talented Science Social Studies with Florida State History Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education
5th Grade Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education	Language Arts Intensive Reading PACE Essential Math 5 Science Social Studies Physical Education	Talented Language Arts Talented Literature Study Math 7 Talented Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education

<p>6th Grade</p> <p>Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education</p>	<p>Language Arts Intensive Reading PACE Essential Math 6 Science Social Studies Physical Education</p>	<p>Talented Language Arts Talented Literature Study Algebra Readiness Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education</p>
<p>7th Grade</p> <p>Language Arts Math Science Social Studies Career Education (1/2 year) Art (1/2 year) Physical Education</p>	<p>Language Arts Intensive Reading PACE Essential Math 7 Science Social Studies Physical Education</p>	<p>Talented Language Arts Talented Literature Study Algebra I Honors Science Social Studies Career Education (1/2 year) Art (1/2 year) Physical Education</p>
<p>8th Grade</p> <p>Language Arts Algebra Readiness Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education</p>	<p>Language Arts Intensive Reading PACE Essential Math 8 Pre-Algebra Science Social Studies Physical Education</p>	<p>Talented Language Arts Talented Literature Study Geometry Honors Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education</p>

Regular Track	Honors Track	Rigorous Academic Track
<p>9th Grade</p> <p>English 1 Algebra 1 World History Earth Space Science Elective (1.0 credit) Elective (1.0 credit)</p>	<p>English 1 Honors Algebra 1 Honors World History Honors Earth Space Science Honors Elective (1.0 credit) Elective (1.0 credit)</p>	<p>English 1 Honors Algebra 1 Honors World History Honors Earth Space Science Honors Elective (1.0 credit) Elective (1.0 credit)</p>

<p>10th Grade</p> <p>English 2 Geometry Biology Spanish 1 Elective (1.0 credit) Elective (1.0 credit)</p>	<p>English 2 Honors Geometry Honors Biology Honors Spanish 1 Elective (1.0 credit) Elective (1.0 credit)</p>	<p>English 2 Honors Geometry Honors Biology Honors Spanish 1 Elective (1.0 credit) Elective (1.0 credit)</p>
<p>11th Grade</p> <p>English 3 American History Algebra 2 or Liberal Arts Math Chemistry or Marine Science Spanish 2 Elective (1.0 credit)</p>	<p>English 3 Honors or AP Language American History Honors Algebra 2 Honors Chemistry Honors or Marine Science Honors Spanish 2 Elective (1.0 credit) Elective (1.0 credit)</p>	<p>AP Language AP US History Algebra 2 Honors Chemistry Honors or Marine Science Honors Spanish 2 Elective (1.0 credit) Elective (1.0 credit)</p>
<p>12th Grade</p> <p>English 4 Honors Economics/Government Algebra 2 or Liberal Arts Math or Pre-Calculus Elective (1.0 credit) Elective (1.0 credit) Elective (1.0 credit)</p>	<p>English 4 Honors or AP Literature Pre-Calculus Honors Economics Honors and Government Honors Elective (1.0 credit) Elective (1.0 credit) Elective (1.0 credit)</p>	<p>AP Literature Pre-Calculus Honors AP Economics and Government Elective (1.0 credit) Elective (1.0 credit) Elective (1.0 credit)</p>