

INTERDISTRICT VIRTUAL INSTRUCTION PROGRAM PARTICIPATION AGREEMENT

This agreement ("Agreement") is made and entered into this _____ day of _____, 2013 between the, _____ Florida ("District") and the District School Board of Pasco County (Pasco eSchool), and provides as follows:

1. This agreement shall be for the District's reception of educational services through the Pasco eSchool, a school of the District School Board of Pasco County.
2. The term of this agreement will begin upon approval and will continue to June 30, 2014 ("term"), and may be renewed for an additional year with mutual consent of both parties.
3. District elects to participate in Pasco eSchool serving Grades K-5 option to meet the Virtual Instructional Program (VIP) requirements for its resident students in accordance with the terms of §1002.45 Florida Statutes.
4. District and Pasco eSchool agree to the terms and conditions contained in Attachments A, B, and C attached hereto and incorporated herein as true and accurate.
5. 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.

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

THE _____
_____, FLORIDA

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

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

ATTACHMENT A

Scope of Work:

Pasco eSchool is to operate a K – 5 virtual school to provide a free, full-time 180-day online instructional program to eligible students during the remainder of the 2012-2013 and, through mutual consent for extension, for an additional school year. Funding will be based on the regulations established by the Florida Department of Education in accordance with 1002.45, Florida Statutes. 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 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. Pasco eSchool 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 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 Individual Educational Plan consistent with the legal requirements for serving students with special needs in a virtual school.
5. Designate to Pasco eSchool, 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 Pasco eSchool.
7. Pay Pasco e-School 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 2013-2014 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. *Annual Supplemental Instructional Services Fee*
(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, 2014 due on or before February 29, 2014 based on FTE reported in the FTE Survey 2 in October of 2012.
- June 1, 2014 due on or before June 30, 2014 based on FTE reported in the FTE Survey 3 in February of 2014.
- Final reconciliation July 31, 2014.
- A final reconciliation will be performed of the Annual Fees based on the funded FTE paid to the District and the amounts paid to Pasco eSchool no later than July 31 of each year, starting in July 31, 2014. In the event that the Annual Student Fees paid to Pasco eSchool exceeds the number of FTE's funded to the District for students enrolled under this Agreement, Pasco eSchool shall refund the difference to the District no later than the following September 30.

Cost of Services for the 2014-2015 School Year and payment/fee schedule will be established at renewal.

- I. Pasco eSchool 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, Pasco eSchool further warrants that as to each Deliverable produced pursuant to this Agreement, Pasco eSchool'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 Pasco eSchool's knowledge, in furtherance of this provision, Pasco eSchool 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, Pasco eSchool 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, Pasco eSchool 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. Pasco eSchool 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 Pasco eSchool, 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 Pasco eSchool'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 Pasco eSchool a petition for an administrative hearing. Pasco eSchool'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 Pasco 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, Pasco eSchool is responsible for all debts for the School District's virtual instruction program that arise out of Pasco eSchool'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 Pasco eSchool VIP program in grades K-5 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 below grade level K-5

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 3-5 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 supplemental instruction with the title "Verticy." Students who scored a level 1 or 2 on the FCAT Reading test will be placed in an Intensive Reading course using the Verticy curriculum. Health and Physical Education may also be waived for these students as necessary.

Students performing above grade level K-5

Students who are above grade level may receive enhanced course content in language arts, math, or science in grades 3 through 5. The course codes will be the same as the standard course codes for these subjects in grades 3-5 but the student's instruction will be differentiated to provide rigorous academic instruction to meet student needs. 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 elective courses, with District approval. Further details about courses may be viewed on the Pasco eSchool website: <http://eschool.pasco.k12.fl.us>. All courses include detailed assessments to ensure student mastery of Florida requirements.

Pasco eSchool 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 as required by State law and the Common Core State Standards.

Kindergarten	Grade 1	Grade 2
Language Arts Math Science Social Studies Educational Technology (1/2 year) Art (1/2 year) Physical Education http://stage.calvertservices.org/pasco/curriculum/kindergarten/	Language Arts Math Science Social Studies Educational Technology (1/2 year) Art (1/2 year) Physical Education http://stage.calvertservices.org/pasco/curriculum/first-grade/	Language Arts Math Science Social Studies Educational Technology (1/2 year) Art (1/2 year) Physical Education http://stage.calvertservices.org/pasco/curriculum/second-grade/

Regular Track	Supplemental Instruction Track	Rigorous Academic Track
3rd Grade Language Arts Math Science Social Studies Educational Technology (1/2 year) Art (1/2 year) Physical Education http://stage.calvertservices.org/pasco/curriculum/third-grade/	Language Arts Verticy Intensive Reading Verticy Math 3 Science Social Studies Physical Education http://www.verticylearning.org/	Students will be provided differentiated instruction within appropriate content areas. This intervention may include placement in a course above grade level with District approval.
4th Grade Language Arts Math Science Social Studies with Florida State History Educational Technology (1/2 year) Art (1/2 year) Physical Education http://stage.calvertservices.org/pasco/curriculum/fourth-grade/	Language Arts Verticy Intensive Reading Verticy Math 4 Science Social Studies with Florida State History Physical Education http://www.verticylearning.org/	Students will be provided differentiated instruction within appropriate content areas. This intervention may include placement in a course above grade level with District approval.

Regular Track	Supplemental Instruction Track	Rigorous Academic Track
5th Grade Language Arts Math Science Social Studies Educational Technology (1/2 year) Art (1/2 year) Physical Education http://stage.calvertservices.org/pasco/curriculum/fifth-grade/	Language Arts Verticy Intensive Reading Verticy Math 5 Science Social Studies Physical Education http://www.verticylearning.org/	Students will be provided differentiated instruction within appropriate content areas. This intervention may include placement in a course above grade level with District approval.