



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

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July 22, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW*

SUBJECT: Interdistrict Agreement
The School Board of Lee County Schools, Florida
Pasco eSchools
Contract #2014001924

Pasco eSchools is seeking permission to enter into the attached Inter-district agreement with the School Board of Lee County. The agreement will provide on-line and distance-learning technology in the non-traditional classroom for all eligible students. Additionally, Pasco eSchools is seeking permission to enter into the same agreement with up to (12) twelve other districts (TBA) in the State of Florida under the same terms and conditions. The agreement was reviewed and approved by the District's School Board Attorney, Ms. Nancy Alfonso, on June 18, 2014.

The agreements will be two-year contracts renewable annually upon mutual agreement of the parties. The first year term of the contract with School Board of Lee County will commence upon board approval and continue through June 30, 2015. The term of any additional contracts entered into will commence upon a fully executed agreement and continue through June 30, 2015. The anticipated revenue for each agreement will be \$4,000 per full-time student. Please reference the attached memo from JoAnn Glenn, Principal for Pasco eSchool, for further details.

Should you have any questions regarding this matter, please contact Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: July 15, 2014 10:55:00

(813)794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us

The District School Board of Pasco County is System Accredited by AdvancED/Southern Association of Colleges and Schools



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Pasco eSchool
JoAnne Glenn, Principal
813/ 346-1901 FAX: 813/ 346-1991
E-MAIL: jglenn@pasco.k12.fl.us

July 1, 2014

To: Nicole Westmoreland, Purchasing Agent

From: JoAnne Glenn, Principal for Pasco eSchool

Subject: Contract for School District Virtual Instruction Program (Interdistrict Agreement – Other Florida Districts)

In accordance with Florida Statute 1002.415, 1002.37 and House Bill 7067, beginning with the 2011-2012 school year, each school district shall provide eligible K-12 students within its boundaries three options for participating in a virtual instruction program. The program makes instruction available to students using online and distance learning technology in the nontraditional classroom.

To provide the students of other Florida counties with a variety of learning opportunities and to support enrollment in our district-led virtual program, Pasco eSchool requests approval for a contract to begin offering enrollment in Pasco eSchool to interested school districts who request this partnership.

Under this arrangement, eligible students in partner districts will have the option to select Pasco eSchool as a school of instruction for virtual curriculum. Pasco eSchool will report the student enrollment and earn the associated FTE. The participating students will have ESE, ELL and other learning supports provided by their local school districts in accordance with this agreement. Students selecting single course enrollments will earn 1/6 FTE as designated under current statute.

The annual revenue generated through this arrangement is projected to be \$4,000 per full time student, which will help offset the costs of operation for our district led K-5 virtual program. We respectfully ask that it be added as an agenda item for our Board to consider, so that the contract can be extended to Florida districts seeking options for their students to receive virtual instruction.



RECEIVED
6/23/2014

Contract # 2014001924

**INTERDISTRICT VIRTUAL INSTRUCTION PROGRAM
PARTICIPATION AGREEMENT**

This agreement ("Agreement") is made and entered into this _____ day of _____, 2014 between the _____ ("District") and the School Board of Lee County (Lee Virtual School, "Contractor"), and provides as follows:

1. This agreement shall be for the District's reception of educational services through Lee Virtual School, a school of the School Board of Lee County.
2. The term of this agreement will begin July 1, 2014 or upon the date signed by both Parties, whichever is later, and will continue to June 30, 2015 ("term"), and may be renewed for an additional year with mutual consent of both parties.
3. District elects to participate in Lee Virtual School serving Grades K-12 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 Lee Virtual School 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.

THE SCHOOL BOARD OF
LEE COUNTY

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

THE SCHOOL BOARD OF

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


Signature _____ Date 6.25.14

Nicole Westmoreland, MBA, Purchasing Agent
District School Board of Pasco County

ATTACHMENT A

Scope of Work:

Lee Virtual School is to operate a K – 12 virtual school to provide a free, full-time 180-day online instructional program to eligible students during the 2014-2015 school year 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 §1003.498, 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. Lee Virtual School 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 for Grades K – 5 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.

1. 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.
2. Both Parties will comply with all applicable laws including, but not limited to, those requiring confidentiality of student records.
3. In no event will Lee Virtual School, its Board members, officers, employees, or agents be responsible or liable for the debts, acts or omissions of District, its officers, employees, or agents.
4. Method for Conflict Resolution - Any dispute concerning performance of the Agreement shall be decided by Lee Virtual School'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 Lee Virtual School a petition for an administrative hearing. Lee Virtual School's decision on the dispute 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.



5. 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 Lee County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
6. 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.
7. Debt Responsibility – As required by Florida Statutes, Lee Virtual School is responsible for all debts for the School District's virtual instruction program that arise out of Lee Virtual School'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.

Role of the District:

1. Verify the enrolled students are residents of the District and provide appropriate, executed releases to the parent for presentation to the School District of Lee County for registration.
2. Acknowledge that Lee Virtual School will claim all FTE for the enrollments as provided in Attachment B.
3. Notify Lee Virtual School of all changes in enrollment status.
4. 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. 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.
6. Designate to Lee Virtual School, a District Liaison to act for the District in all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.
7. Pay invoices from Lee Virtual School in accordance with Attachment B.
8. Provide information to parents and students about their rights to participate in District VIP.

Role of the Contractor:

1. Lee Virtual School in delivering the services contracted for shall provide Deliverables in the form of instructional tools and supplies, instructional materials, and computer software as are necessary to deliver the Project, but will retain ownership of all such Deliverables.



2. To the best of the Contractor's knowledge, Lee Virtual School further warrants that as to each Deliverable produced pursuant to this Agreement, Lee Virtual School'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 Lee Virtual School's knowledge, in furtherance of this provision, Lee Virtual School 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, Lee Virtual School 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, Lee Virtual School 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.
3. Contractor is required to comply with all requirements of §1002.45, Florida Statutes.
4. 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.

CONTRACT REVIEWED
AND APPROVED:

nw 6.25.14

ATTACHMENT B
Payment Terms and Conditions

Lee Virtual School will report all out of county students covered by this Agreement during appropriate FTE surveys. In the event a student does not complete a course, resulting in no FTE funding to Lee Virtual School, District will reimburse Lee Virtual School expenses related to providing services to the student pursuant to the following fee schedule:

Net expenses paid to appropriate provider for each withdrawn student based on rates with providers as outlined below:

Elementary			
Grade Level/ Program	Full Year Enrollment	Mid Year Enrollment	Full Year Withdrawal Insurance*
K - 5 Classic	\$2,300	\$1,610	\$350.00
3 - 5 Verticy (Includes Classic)	\$2,900	\$2,030	\$350.00
*Full tuition reimbursed up to number of withdrawals less than or equal to 25% of the year's enrolled population.			

Secondary	
0.5 Credit Enrollment	\$85.00

Invoice/Payment Schedule:

- February 1, 2015 due on or before February 29, 2015 based on withdrawals reported through end of first semester
- June 1, 2015 due on or before June 30, 2015 based on withdrawals reported through end of second semester
- Final reconciliation July 31, 2015 - A final reconciliation will be performed of the Annual Fees based on the funded FTE paid Lee Virtual School no later than July 31 of each year, starting in July 31, 2015. In the event that the funded FTE paid to Lee Virtual School excludes students not yet reported to the District as withdrawn in prior invoices, Lee Virtual School shall invoice the District for the difference on September 1 due on or before September 30.

Cost of Services for the 2015-2016 School Year and payment/fee schedule will be established at renewal.

CONTRACT REVIEWED
AND APPROVED:
NW 6.25.14

ATTACHMENT C

Detailed Curriculum Plan Grades K - 5

General information

All students enrolled in the Lee Virtual School 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 2014-2015. 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 Lee Virtual School website: <http://lvip.leeschools.net>. All courses include detailed assessments to ensure student mastery of Florida requirements.

Lee Virtual School 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	Language Arts Math Science Social Studies Educational Technology (1/2 year) Art (1/2 year) Physical Education	Language Arts Math Science Social Studies Educational Technology (1/2 year) Art (1/2 year) Physical Education

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	Language Arts Verticy Intensive Reading Verticy Math 3 Science Social Studies Physical Education	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	Language Arts Verticy Intensive Reading Verticy Math 4 Science Social Studies with Florida State History Physical Education	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	Language Arts Verticy Intensive Reading Verticy Math 5 Science Social Studies Physical Education	Students will be provided differentiated instruction within appropriate content areas. This intervention may include placement in a course above grade level with District approval.

CONTRACT REVIEWED
AND APPROVED:
NW 6.25.14