



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

September 17, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW.*

RE: Contract for School District Virtual Instruction Program (Interdistrict Agreement)
Bay District Schools

In accordance with Florida Statute 1002.415, 1002.37 and Senate Bill 7067, beginning with the 2009 - 2010 school year, each school district shall provide eligible K-12 students within its boundaries the option of participating in a virtual instruction program. The program makes instruction available to students using online and distance-learning technology in the nontraditional classroom. The District has developed a program whereby students from other districts will have the option to utilize Pasco eSchool to meet their virtual school needs.

Ms. JoAnne Glenn, Principal for Pasco eSchool, is requesting approval of the attached contract for Bay District Schools. Please see the attached memo from Ms. Glenn for additional information. This agreement was reviewed and approved by Nancy Alfonso, Board Attorney, via email on February 18, 2013. The District is permitted to enter into agreements for services of this nature under Florida Administrative Code 6A-1.012(11)(a).

At this time, we respectfully request your approval of the attached contract. The revenue generated through this agreement is projected to be \$2,000 per student. Please contact Ms. Glenn or me at your earliest convenience if you have any questions.

MJW/plh

Attachments

Date/Time: September 11, 2013 08:12:00



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

September 17, 2013

To: Michael Woodall, Purchasing Agent

From: JoAnne Glenn, Principal for Pasco eSchool 

Subject: Contract for School District Virtual Instruction Program (Interdistrict Agreement – Bay District Schools)

In accordance with Florida Statute 1002.415, 1002.37 and House Bill 7067, beginning with the 2009-2010 school year, each school district shall provide eligible K-12 students within its boundaries the option of 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 the above referenced School District 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 virtual instruction to the following school district:

- Bay District Schools (Panama City, FL)

Under this arrangement, eligible students will have the option to select Pasco eSchool as a school of instruction for virtual curriculum. This District will pay the District School Board of Pasco County a fee of \$3995 per student to provide virtual instruction services. The participating students will remain enrolled with their Local School Districts.

The annual revenue generated through this arrangement is projected to be \$2000 per student, which will help offset the costs of operation for our district led K-5 virtual program.

INTERDISTRICT VIRTUAL INSTRUCTION PROGRAM PARTICIPATION AGREEMENT

BETWEEN PASCO COUNTY AND BAY DISTRICT SCHOOLS

This Agreement for services ("Agreement") made and entered into by and between the School Board of Pasco County (Hereafter referred to as Pasco eSchool), having principal offices at 7227 Land O'Lakes Blvd., Land O'Lakes, FL 34638; and Bay District Schools (hereinafter referred to as "BDS"), having principal offices at 1311 Balboa Avenue, Panama City, Fl.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the 13th day of August, 2013 (the Effective Date").

BDS 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 section 1002.45 Florida Statutes.

K-5 Fulltime Enrollment Program

BDS and Pasco eSchool agree to the terms and conditions contained in Attachment A (Scope of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); Attachment D (Schedule of Reporting) attached hereto and incorporated herein as true and accurate.

This contract shall be effective upon the date upon which it is signed by both the BDS and Pasco eSchool, whichever is later and shall replace any other agreements previously between the Parties as to a virtual school program.

TERM

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with this Article, with the option of one year renewal after written acceptance and approval from both parties.



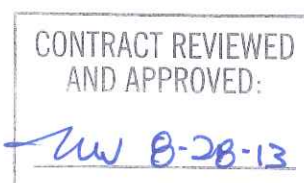
ATTACHMENT A

Scope of Work

Pasco eSchool is to operate a K – 8 virtual school to provide a free, full-time 180 day online instructional program to eligible students during the 2013 – 14 school year. Funding will be based on the regulation established by the Florida Department of Education in accordance with the s. 1002.45 Florida Statutes. 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 BDS 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 s. 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 Charter 1012, Florida Statutes. Pasco eSchool will ensure all employees and contracted personnel undergo background screening as required by s. 1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employee to the BDS for verification of compliance and according to Pasco eSchool standard procedures. All curriculum and course content must align to Florida's Next Generation Sunshine State Standards. The BDS is to participate in Florida's school accountability system established in s. 1008.31, Florida Statutes. Pasco eSchool agrees to establish a student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes. 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. Pasco eSchool will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. BDS cannot be assured of receiving reports from the Provider that do not follow this schedule.

Role of the BDS

1. Assign BDS VIP students to school number 7001 under the appropriate provider by code and other actions required by the Florida Department of Education.
2. Verify the enrolled students are residents of the BDS.
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 Pasco eSchool, a BDS Liaison to act for the BDS in all matters pertaining to this contract and to accept and approve all deliverables and invoices.
6. Accept standard publications of Pasco eSchool for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios,



teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).

7. Report to the state for payment all students served under this Agreement as reported to the BDS by Pasco eSchool.
8. Pay Pasco eSchool in accordance with Attachment B.
9. Provide information to parents and students about their right to participate in BDS VIP.

CONTRACT REVIEWED
AND APPROVED:
lw 8.28.13

ATTACHMENT B

Payment Terms and Conditions

Cost of Services for the 2013 – 14 School Year:

Annual Student Service Fee

\$3,995.00 (Per funded full-time FTE)

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.

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 2013.
- ❖ 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 BDS 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 the Contractor exceed the number of FTE's funded to the BDS for students enrolled under this contract, Pasco eSchool shall refund the difference to the BDS no later than the following September 30.



Attachment B – Continued

- 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 Pasco eSchool’s knowledge, the Pasco eSchool further warrants that as to each Deliverable produced pursuant to this Contract, Pasco eSchool’s production of the Deliverable and the BDS’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. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. To the best of the 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 s. 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 BDS 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. Pasco eSchool will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records. Confidentiality of student records and information. Pasco eSchool agrees to safeguard and maintain the confidentiality of all personal information stored on its learning management system and student information system. In accordance with Florida Statute 817.5681, Pasco eSchool agrees that, in the event of a security breach, Pasco eSchool will be responsible for the notification of any persons whose information may have been acquired by an unauthorized party.

- V. Pasco eSchool has filed for or is the owner of various trademarks and logos. The BDS 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. Pasco eSchool 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 BDS, or of the public, which may arise from operations under this Agreement, whether such operations be by Virtual



Instructional Provider, or by any subcontractor or anyone directly or indirectly employed by any of them.

- VII. In no event will BDS, BDS members, BDS officers, employees, or agents be responsible or liable for the debts, acts or omissions of the Pasco eSchool, its officers, employees, or agents.
- VIII. Method for Conflict Resolution – Any dispute concerning performance of the contract shall be decided by the BDS's designated contract manger, who shall reduce the decision to writing and serve a copy to the Pasco eSchool. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Pasco eSchool files with the BDS a petition for administrative hearing. The BDS's decision on the petition shall be final, subject to the Pasco eSchool's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Pasco eSchool'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 Pasco County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- X. Termination – This contract 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 contract and fail 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, Pasco eSchool is responsible for all debts for the school BDS virtual instruction program that arise out of Pasco eSchool's performance of this contract if the contract is not renewed or is terminated. This does not excuse the BDS from paying any obligations incurred resulting from its obligations under this contractor from the payment of any debts incurred under this contract for termination, unless such termination is as provided for in Section X.
- XII. Pasco eSchool is required to comply with all requirements of s. 1002.45 and will comply with disclosure requirements adopted in rule by the State BDS of Education.



Attachment C
Sample Detailed Curriculum Plan

General information

All students enrolled in the BDS 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 2013-2014. 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.



**INTERDISTRICT VIRTUAL INSTRUCTION PROGRAM PARTICIPATION AGREEMENT
BETWEEN PASCO COUNTY AND BAY DISTRICT SCHOOLS**

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

Bay Districts Schools

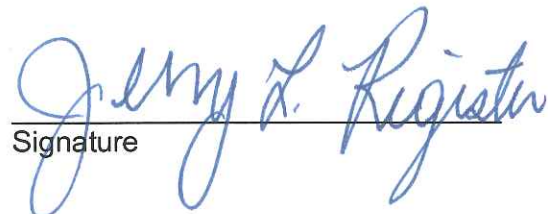


Signature

By: William V. Husfelt, III

Title: Superintendent

Date: August 13, 2013



Signature

By: Jerry Register

Title: School Board Chair

Date: August 13, 2013

Pasco eSchool

Signature

By: _____

Title: _____

Date: _____

CONTRACT REVIEWED
AND APPROVED:


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.
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.

CONTRACT REVIEWED
AND APPROVED:
LW 8-28-13