

Hardee County Public Schools
School Board Agenda Analysis



9.03

Author(s):

Melanie Henderson

Date:

May 30, 2018

Subject:

Recommend approval of the 2018-19 Hardee County District Contract with the District School Board of Putnam County on behalf of North East Florida Educational Consortium Florida Virtual School.

Background Information:

All school districts are required to provide a virtual instruction program option for the 2018-19 school year. The contract is in compliance with all requirements of Section 1002.45, Florida Statutes and with disclosure requirements adopted in rule by the State Board of Education.

Strategic Plan Goal:

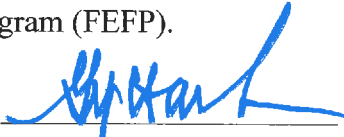
Goal One: To graduate all students.

Administrative Consideration (include F.S., Rule, Authority, etc.)

Section 1002.45(1), Florida Statutes

Fiscal Impact:

Eligible students being served in district virtual instruction will be funded through the Florida Education Finance Program (FEFP).

Director of Finance signature: 

Superintendent's Recommendation to School Board:


The Superintendent recommends approval of the 2018-19 Hardee County District Contract with the District School Board of Putnam County on behalf of North East Florida Educational Consortium Florida Virtual School.

Action Required:

Action Agenda

Consent Agenda

AVAILABLE FOR REVIEW


4/12/18
Approved

**North East Florida Educational Consortium
2018-2019 Membership**

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Hardee County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

Hardee County District Schools is participating in the following programs for 2018-2019:

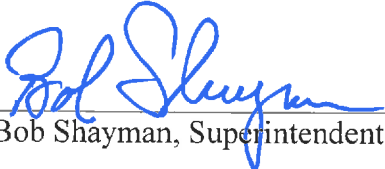
Program:	Fee:
Main Contract #731-19-040	\$ 0.00
Virtual Instruction - #19-040-A47	See attachment for cost per student

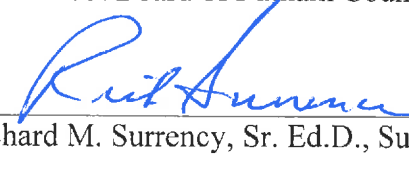
IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the _____, day of _____, 2018.

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Hardee County

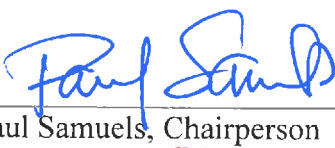
District School Board of Putnam County


by Bob Shayman, Superintendent


by Richard M. Surrency, Sr. Ed.D., Superintendent

Dated: _____

Dated: 5/17/18

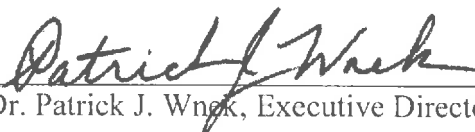

by Paul Samuels, Chairperson


by Jane T. Crawford, Chairperson

Dated: 6/12/18
BOARD ACTION


by N. Cummings, Vice Chair
Dated: 5/17/18

North East Florida Educational Consortium


by Dr. Patrick J. Wnek, Executive Director

Dated: 5/17/18

CONTRACTUAL AGREEMENT

731-19-040

The District School Board of Hardee County

AND

**The District School Board of Putnam County on behalf of the
North East Florida Educational Consortium**

THIS CONTRACT between the District School Board of Hardee County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as the **CONSORTIUM**, is for the purpose of: providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. The above stated recital is true and correct and is incorporated herein by reference as a Contract term.
2. This contract shall begin on July 1, 2018. All work shall be completed by June 30, 2019, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work performed after June 30, 2019, unless otherwise indicated in specific attachments.
4. The Consortium shall be in compliance with the following:
 - (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). The Consortium shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
 - (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
 - (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless the Consortium has been declared exempt or deferred from these provisions.

Performance by the Board of any of its obligations under this contract shall be subject to the Consortium's compliance with such provisions.

5. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify the Consortium by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 6.
6. Upon Contract cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work completed and paid for prior to the effective date of the cancellation of the contract will become the property of the Board and will be turned over promptly by the Consortium. Any services(s) and/or product(s) reflected in the attachments to this contract may, in addition to the reason provided in paragraph 5, above, be canceled only by:
 - (a) mutual consent of both parties, or
 - (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.
7. Should the Consortium be unable to deliver as required in this contract, the Consortium may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an "act of God" or "force majeure". An "act of God" or "force majeure" is defined as An "act of God" or "force majeure" is defined for purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of the Consortium and which by the exercise of due diligence the Consortium is unable, wholly or in part, to prevent or overcome. Unless this contract is

properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.

8. This contract may be changed or modified only by an amendment executed in the same manner as the original.
9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified or as may be amended pursuant to other provisions in this contract.
10. The Consortium shall provide to the Board written progress reports for each attachment to the contract as may be reasonably requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of the Consortium have been met pursuant to the contract and that payment should be made according to such invoices.
11. The Board agrees as follows:
 - (a) To cooperate in all matters requiring concurrences or approval.
 - (b) To designate in writing to the Consortium a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.
 - (c) To pay to the Consortium the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.
12. The Consortium agrees to provide the products(s) and/or services(s) as per each attachment to this contract.
13. Each Attachment to this Contract is incorporated by reference herein. Any additional Attachments, executed after the effective date of this Contract, shall be incorporated into this Contract. Said Attachments shall have a signature page and appropriate reference to

this Contract.

14. If a conflict arises between the terms of any Attachment and this Contract, the terms of the Attachment shall control.
15. In cases whereby the North East Florida Educational Consortium receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply:
Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, the Consortium agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to the Consortium.
16. This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058

(1)

- a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 119, Florida Statutes, and made or received by such party in conjunction with this contract.

- (2) An authorized representative of the agency head and the Consortium, prior to the rendering of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever

is later, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

17. The parties recognize and agree the Consortium is a public entity and is therefore subject to the limitations of liability under the provisions of Sovereign Immunity. All provisions in this contract and any of its attachments or amendments shall be subject to the State of Florida law pertaining to Sovereign Immunity notwithstanding anything to the contrary contained in such documents.

18. **LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:**

The Consortium shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if the Consortium had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall the Consortium's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that the Consortium would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which the Consortium would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. To the extent permitted by law, the Consortium warrants that any

works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Putnam County, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. Subject to the terms of valid attachments, this Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of the Consortium.

19. LEGAL RELATIONSHIPS

The North East Florida Educational Consortium is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The District School Board of Hardee County has elected to contract with the Consortium as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of the Consortium for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

ATTACHMENT #19-040-A47 TO CONTRACT #731-19-040 BETWEEN THE DISTRICT SCHOOL BOARD OF HARDEE COUNTY AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM (NEFEC) TO PROVIDE VIRTUAL INSTRUCTION PROGRAM (VIP) SERVICES COMMENCING JULY 1, 2018, AND ENDING AUGUST 31, 2019:

WHEREAS, the 2008 Legislature created Florida Statute 1002.45, an act relating to virtual instruction programs that requires school districts to implement K-12 virtual instruction programs, and

WHEREAS, school districts are authorized in F.S. 1002.45 to establish Florida Virtual School franchises, provide district-run programs, and enter into multi-district contractual arrangements through a regional consortium, and

WHEREAS, NEFEC has contracted with Florida Virtual School (FLVS), K12 Florida LLC, and Apex Learning.

NOW THEREFORE, the District School Board of Putnam County on behalf of the North East Florida Educational Consortium (NEFEC) and the District School Board of Hardee County enter into this Attachment and agree as follows:

I. NEFEC agrees as follows:

- A.** To comply with all requirements of Section 1002.45, Florida Statutes and with disclosure requirements adopted in rule by the State Board of Education.
- B.** To assist the school district in providing timely written notifications to parents about opportunities to participate in a VIP and the dates of open enrollment periods listed in Section 1002.45(10) and 1002.45(1)(a)2.(b), Florida Statutes.
- C.** To assist the school district in determining a student's eligibility to participate in a VIP option as listed in Section 1002.455, Florida Statutes.
- D.** To ensure that students enrolled in a district VIP serviced by NEFEC are equipped with all necessary instructional materials per Section 1002.45(3)(c), Florida Statutes.
- E.** To assist the school district in establishing procedures to monitor compulsory attendance requirements in a VIP per Section 1002.45(6)(a), Florida Statutes.
- F.** To assist the school district in monitoring online provider's compliance with contract terms, such as the provider's quality of virtual instruction, provision for data quality requirements, and provisions specifying the minimum required security controls the school district is expected to have in place to protect the confidentiality, availability, and integrity of sensitive educational data.
- G.** To facilitate an online application and enrollment process for potential VIP students, ongoing VIP students, and district students within district-run virtual instruction programs.
- H.** To recruit, train, provide, and pay virtual instructors for district-run virtual instruction programs.
- I.** To oversee the NEFEC web-based portals for participating district-run virtual instruction programs.
- J.** To provide evidence that all virtual instructors have passed a background screening as required by Section 1012.32, Florida Statutes, using state criminal history records from the Florida Department of Law Enforcement.

- K. To ensure that all virtual instructors are highly qualified and hold a valid Florida Teaching Certificate.
- L. To assign virtual instructors to courses and students.
- M. To enroll approved students in courses.
- N. To monitor NEFEC-contracted virtual instructors.
- O. To pay Florida Virtual School, K12 Florida LLC, and Apex Learning the contracted fees pursuant to student participation and successful completion.
- P. To hold all information as confidential and not use such data for any purpose other than providing services and support to districts under this agreement. NEFEC shall use all such data and personally identifiable information in compliance with all applicable laws.
- Q. To provide all confidential and identifiable information to districts via secure transmission methods, such as encrypted documents or use of available SFTP folders for each district.
- R. To disclose student-teacher ratios as requested by individual districts contracted with NEFEC.
- S. To assist the District School Board of Hardee County, upon request, in determining the reasonableness of the established student-teacher ratios.
- T. To provide all successful completion of courses to the District School Board of Hardee County for students enrolled in both full-time and part-time virtual instruction program in grades K-12 so that the District can confirm that a student has satisfied the requirements for graduation in Section 1003.428, Section 1003.429, or Section 1003.43, Florida Statutes.
- U. To follow the method listed below for conflict resolution:
Any dispute concerning performance of the contract shall be decided by the District school board's designated contract manager, who shall reduce the decision to writing and serve a copy to NEFEC. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, NEFEC files with the District school board a petition for administrative hearing. The District school board's decision on the petition shall be final, subject to NEFEC's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to NEFEC'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.
- V. To only terminate this contract before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract 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.
- W. To invoice the District no less than three times a year as follows for services offered through August 31, 2019. Invoices will be generated at the end of the first semester, at the end of second semester, and at the end of summer.

7001 - Part Time (up to 3 courses)			
K12 Florida LLC (Fully Managed Program)	Curriculum and Instruction Fee	Admin Fee	Total Not to Exceed
Single Course K-8 (Per Semester)	\$295/course	\$15/course	\$310/course
Single Course 9-12 (Per Semester)	\$370/course	\$15/course	\$385/course
Single Course-Career Readiness Pathways	\$344/course	\$15/course	\$359/course
Career Exploration	\$10/enrollment	\$5/enrollment	\$15/enrollment
7001 - Full Time			
K12 Florida LLC (K-12 Fully Managed Program)	Curriculum and Instruction Fee	Admin Fee	Total Not to Exceed
Full-time K-8/Semester (5 courses)	\$370.50/course	\$50/semester	\$3805/year
Full-time K-12/Semester (6 courses)	\$357.92/course	\$50/semester	\$4405/year

7004 – District Franchise					
Grades 6 - 12	Curriculum Fees Per Half Credit/ Semester	Admin Fee Per Half Credit/ Semester Successful Completion	MDVS Teacher Cost per Half Credit/ Semester Successful Completion	Total Cost per Half Credit/ Semester Successful Completion	Total Cost per Half Credit /Semester Using District Paid Teacher
AP Biology	\$90	\$50	\$150	\$290	\$105
AP Calculus AB	\$75	\$50	\$150	\$275	\$90
AP Calculus BC	\$75	\$50	\$150	\$275	\$90
AP Literature	\$85	\$50	\$150	\$285	\$100
AP Microeconomics	\$55	\$50	\$150	\$255	\$70
AP Psychology	\$80	\$50	\$150	\$280	\$95
AP United States Gov't & Politics	\$75	\$50	\$150	\$275	\$90
Applied Object-Oriented Java Programming	\$103	\$50	\$150	\$303	\$118
Art in World Cultures	\$90	\$50	\$150	\$290	\$105
Astronomy Solar/Galactic	\$90	\$50	\$150	\$290	\$105
Biology	\$80	\$50	\$150	\$280	\$95
Business Software Applications I	\$103	\$50	\$150	\$303	\$118
Calculus	\$75	\$50	\$150	\$275	\$90
Career Research and Decision	\$77	\$50	\$150	\$277	\$92
Creative Photography	\$90	\$50	\$150	\$290	\$105
Critical Thinking and Study Skills	\$77	\$50	\$150	\$277	\$92
CSIT Network Systems	\$103	\$50	\$150	\$303	\$118
CSIT System Essentials	\$103	\$50	\$150	\$303	\$118
Data and Control Functions	\$103	\$50	\$150	\$303	\$118
Database Fundamentals	\$103	\$50	\$150	\$303	\$118
Digital Information Technology	\$75	\$50	\$150	\$275	\$90

Digital Media/Multimedia Foundations 1	\$103	\$50	\$150	\$303	\$118
Digital Media/Multimedia Foundations 2	\$103	\$50	\$150	\$303	\$118
Digital Media/Multimedia Foundations 3	\$103	\$50	\$150	\$303	\$118
Drivers Education	\$80	\$50	\$150	\$280	\$95
Early Childhood Education	\$90	\$50	\$150	\$290	\$105
Forensic Science	\$90	\$50	\$150	\$290	\$105
Foundations of Web Design	\$70	\$50	\$150	\$270	\$85
Guitar 1	\$90	\$50	\$150	\$290	\$105
Holocaust	\$90	\$50	\$150	\$290	\$105
Law Studies	\$90	\$50	\$150	\$290	\$105
Leadership Skills Development	\$77	\$50	\$150	\$277	\$92
Liberal Arts Math 2	\$60	\$50	\$150	\$260	\$75
Math for College Readiness	\$65	\$50	\$150	\$265	\$80
MJ Business Keyboarding	\$65	\$50	\$150	\$265	\$80
MJ Creative Photography	\$90	\$50	\$150	\$290	\$105
MJ Peer Counseling 1	\$77	\$50	\$150	\$277	\$92
MJ Science 3	\$55	\$50	\$150	\$255	\$70
Music of the World	\$90	\$50	\$150	\$290	\$105
Networking I	\$103	\$50	\$150	\$303	\$118
Outdoor Education	\$115	\$50	\$150	\$315	\$130
Parenting Skills	\$90	\$50	\$150	\$290	\$105
Peer Counseling 1	\$77	\$50	\$150	\$277	\$92
Peer Counseling 2	\$77	\$50	\$150	\$277	\$92
Personal and Family Finance	\$90	\$50	\$150	\$290	\$105
Philosophy	\$90	\$50	\$150	\$290	\$105
Pre-Calculus Honors	\$80	\$50	\$150	\$280	\$95
Psychology I	\$55	\$50	\$150	\$255	\$70
Psychology II	\$90	\$50	\$150	\$290	\$105
Sociology	\$90	\$50	\$150	\$290	\$105
Technology Support Services - Client Systems	\$103	\$50	\$150	\$303	\$118
Technology Support Services - Network Systems	\$103	\$50	\$150	\$303	\$118
Theater, Cinema & Film	\$100	\$50	\$150	\$300	\$115
User Interface Design	\$70	\$50	\$150	\$270	\$85
World Religions	\$90	\$50	\$150	\$290	\$105
*All other franchise courses	\$50	\$50	\$150	\$250	\$65
**MDVS may offer additional or updated courses which may cost up to, but not exceed \$130/enrollment					

7023-Elementary Part Time (up to 3 courses)				
K12 Florida LLC (MDVS Teacher)	Curriculum Fee	Admin Fee	Teacher Fee	Total Not to Exceed
Single Course K-5 (Per Semester)	\$170/course	\$30/student	\$60/course	\$260/course
7023-Elementary Full Time (5 Courses)				
K12 Florida LLC (MDVS Teacher)	Curriculum Fee	Admin Fee	Teacher Fee	Total Not to Exceed
Full-Time K-5 (per semester)	\$216/course	\$150/student	\$60/course	\$3060/year
7023-Elementary Full Time (6 Courses)				
K12 Florida LLC (MDVS Teacher)	Curriculum Fee	Admin Fee	Teacher Fee	Total Not to Exceed
Full-Time K-5 (Per Semester)	\$208.34/course	\$150/student	\$60/course	\$3520/year

7023 – Apex Learning Digital Curriculum Solutions	
Single enrollment subscription	\$50 (one-time fee, per subscription)
AP Courses Materials Fees	Required Materials
Each Course’s single enrollment subscription provides access for one student enrolled in any one Course. If a student completes or withdraws from the Course in which he or she is enrolled, the subscription may be used to enroll that student or another student in any one Course. The number of Course enrollments at the same time may not exceed the number of single enrollment subscriptions purchased.	
Each successful completion	\$50 Administrative Fee
	\$150 Teacher Fee
Interim enrollments	\$50 Administrative Fee
	\$50 Teacher Fee
*Interim enrollments are enrollments that are known to be a temporary placement for an intermediate period. For example, but not limited to, students placed in a temporary structured facility or are hospital homebound for a limited number of weeks.	

Apex Learning Digital Curriculum Solutions-Other Offerings	
Tutorial subscription	\$40 (one-time fee, per subscription)
Admin Fee	\$50 (one-time fee for initial setup)
Each Tutorial’s subscription provides access for one student enrolled in any number of Tutorials at the same time. If a student completes or withdraws from all Tutorials in which he or she is enrolled, the subscription may be used to enroll another student in any number of Tutorials. The number of students enrolled in Tutorials at the same time may not exceed the number of subscriptions purchased.	
AP Review subscription	\$20 (one-time fee, per subscription)
Admin Fee	\$50 (one-time fee for initial setup)
Each AP Exam Review subscription provides access for one student enrolled in any one AP Exam Review subject. If a student completes or withdraws from the AP Exam Review subject in which he or she is enrolled, the subscription may be used to enroll that student or another student in any one AP Exam Review subject. The number of AP Exam Review enrollments at the same time may not exceed the number of subscriptions purchased.	

K12 Florida LLC/HEAL (Homebound Education/Alternative Learning)	
Administration fee	\$60 (one-time fee, per student)
Costs set forth below for each student are “not-to-exceed” figures. The components of the program will be billed separately to allow for material returns, prorating fee for student withdrawal, and for student consumption of fewer than 6 full year or 12 semester courses. The roll-up of the component level billing will “not-exceed” the student level fees listed below.	
Student Service Fees with K12 Teacher	
Each enrolled K-12 student	\$125/week (4 week minimum) – Student Fee (FuelEd)

II. The District School Board of Hardee County agrees as follows:

- A. To comply with all requirements of Section 1002.45, Florida Statutes and with disclosure requirements adopted in rule by the State Board of Education.
- B. To establish a district Instructional Virtual Education contact.
- C. To establish a district MIS Virtual Education contact.
- D. To attend MyDistrict Virtual School VIP meetings as requested.
- E. To establish and maintain the school/reporting designations determined by the Florida Department of Education to report students participating in MyDistrict courses in programs such as 7001, 7004, and 7023.
- F. To provide, upon request, a detailed curriculum plan outlined in the school district’s student progression plan illustrating how students will be provided services and be measured for attainment of proficiency in the Florida Standards for each grade level and subject.
- G. To provide verification of student VIP eligibility as appropriate.
- H. To verify need and provide the required technology for VIP students who qualify.
- I. To approve virtual student course requests.
- J. To monitor virtual student progress.
- K. To communicate with all caregivers of students participating in virtual courses.
- L. To communicate with and schedule students for AP and state-required assessments.
- M. To coordinate with caregivers on reclaiming non-consumable materials.
- N. To report FTE and all other DOE survey information.
- O. To input student demographic, scheduling, and grade data as needed into the District database(s).
- P. To recommend the appropriate provider option for high school students based on their academic needs.
- Q. To recommend the appropriate curriculum choice for students where supplemental material is warranted.
- R. To make timely payment of NEFEC invoices per the fees noted in item I. W of this contract attachment, to include services for students who have been granted summer instruction beyond the 180 day school calendar, ending no later than August 31, 2019.

- S. To follow the method listed below for conflict resolution: Any dispute concerning performance of the contract shall be decided by the District school board's designated contract manager, who shall reduce the decision to writing and serve a copy to NEFEC. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, NEFEC files with the District school board a petition for administrative hearing. The District school board's decision on the petition shall be final, subject to NEFEC's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to NEFEC'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.
- T. To only terminate this contract 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.
- U. To be responsible for all debts for the District School Board of Hardee County's Virtual Instruction Program that arise out of NEFEC's performance of this contract if the contract is not renewed or is terminated. This does not excuse the District School Board of Hardee County 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 II. T.