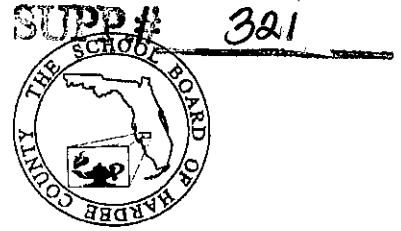


*Hardee County Public Schools  
School Board Agenda Analysis*



**9.03**

**Author(s):**

Marie Dasher

**Date:**

June 20, 2016

**Subject:**

Recommend approval of the amendments to the 2016-17 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 2016-17 school year. These changes are to bring the contract into 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:**

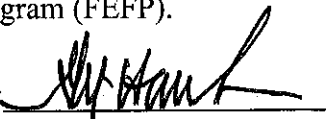
Goal One: To graduate all students.

**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 amendments to the 2016-17 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**

  
BOARD ACTION  
1 of 1  
6/23/16  
Approved

CONTRACT #17-040-A47 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, 2016 AND ENDING AUGUST 31, 2017:

**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), Connections Learning LLC, Edgenuity, Inc., and K12 Florida LLC.

**NOW THEREFORE**, the 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 Contract 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, Connections Learning LLC, Edgenuity, Inc., and K12 Florida LLC 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, in addition to assisting districts at their request determine the reasonableness of the established student-teacher ratios.
- S.** 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.
- T.** 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.
- U.** 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.
- V.** To invoice the District no less than three times a year as follows for services offered through August 31, 2017. Invoices will be generated at the end of the first semester, at the end of second semester, and at the end of summer.

<b>7001-Part Time</b>					
<b>Connections Education, LLC</b> (Fully Managed Program)		Curriculum and Instruction Fee	Admin Fee	Total	
Grades K – 5		\$375	\$15	\$390	
<b>Edgenuity</b> (Fully Managed Program)					
Part-time 6-12 (limited to 3 enrollments)		\$200	\$50	\$250	
<b>Edgenuity</b> (Curriculum Only)		Curriculum Fee Only	Admin Fee	Total w/ District Instruction	
Part-time 6-12		\$40	\$15	\$55	
<b>7001-Full Time</b>					
<b>K12 Florida LLC</b> (K-12 Fully Managed Program)		Curriculum and Instruction Fee	Admin Fee	Total	
Full-time K-12/full year enrollment		\$4295	\$100	\$4395	
<b>Connections Education, LLC</b> (Fully Managed Program)		Curriculum and Instruction Fee	Admin Fee	Total	
Grades K – 5/semester enrollment		\$1875	\$100	\$1975	
<b>Edgenuity</b> (Fully Managed Program)		Curriculum and Instruction Fee	Admin Fee	Total	
Full-time 6-12/semester enrollment		\$1800	\$50	\$1850	
<b>7004 – District Franchise</b>					
<b>Grades 6 - 12</b>	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
Anatomy & Physiology	\$55.00	\$50.00	\$150.00	\$255.00	\$70.00
AP Biology*	\$90.00	\$50.00	\$150.00	\$290.00	\$105.00
AP Calculus AB*	\$75.00	\$50.00	\$150.00	\$275.00	\$90.00
AP Calculus BC*	\$75.00	\$50.00	\$150.00	\$275.00	\$90.00
AP Literature	\$85.00	\$50.00	\$150.00	\$285.00	\$100.00
AP Psychology	\$80.00	\$50.00	\$150.00	\$280.00	\$95.00
AP U.S. Government and Politics*	\$75.00	\$50.00	\$150.00	\$275.00	\$90.00
Biology	\$80.00	\$50.00	\$150.00	\$280.00	\$95.00
Calculus	\$75.00	\$50.00	\$150.00	\$275.00	\$90.00
Critical Thinking & Study Skills	\$85.00	\$50.00	\$150.00	\$285.00	\$100.00
Dave Ramsey's Foundations in Personal Finance	\$90.00	\$50.00	\$150.00	\$290.00	\$105.00
Driver's Education/Traffic Safety	\$100.00	\$50.00	\$150.00	\$300.00	\$115.00
Forensic Science	\$90.00	\$50.00	\$150.00	\$290.00	\$105.00

Leadership Skills Development	\$85.00	\$50.00	\$150.00	\$285.00	\$105.00
Math for College Readiness	\$65.00	\$50.00	\$150.00	\$265.00	\$80.00
M/J Business Keyboarding	\$65.00	\$50.00	\$150.00	\$265.00	\$80.00
M/J Science 3	\$55.00	\$50.00	\$150.00	\$255.00	\$70.00
Outdoor Education	\$115.00	\$50.00	\$150.00	\$315.00	\$130.00
Parenting Skills	\$90.00	\$50.00	\$150.00	\$290.00	\$105.00
Peer Counseling 1	\$85.00	\$50.00	\$150.00	\$285.00	\$100.00
Pre-Calculus Honors	\$80.00	\$50.00	\$150.00	\$280.00	\$95.00
Psychology I	\$55.00	\$50.00	\$150.00	\$255.00	\$70.00
All other franchise courses to include Credit Recovery courses	\$50.00	\$50.00	\$150.00	\$250.00	\$65.00
*not currently offered through MDVS; available upon request with a minimum enrollment of 10 students. Subject to availability through FLVS.					

**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 establish and maintain the designated school/reporting designations determined by the Florida Department of Education to report students participating in MyDistrict courses in programs such as 7001 and 7004.
- E. 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.
- F. To provide verification of student VIP eligibility as appropriate.
- G. To verify need and provide the required technology for VIP students who qualify.
- H. To approve virtual student course requests.
- I. To monitor virtual student progress.
- J. To communicate with all caregivers of students participating in virtual courses.
- K. To communicate with and schedule students for AP and state-required assessments.
- L. To coordinate with caregivers on reclaiming non-consumable materials.
- M. To report FTE and all other DOE survey information.
- N. To input student demographic, scheduling, and grade data as needed into the District database(s).
- O. To recommend the appropriate provider option for high school students based on their academic needs.
- P. To recommend the appropriate curriculum choice for students where supplemental material is warranted.
- Q. To make timely payment of NEFEC invoices per the fees noted in item I. V of this contract, to include services for students who have been granted summer instruction beyond the 180 day school calendar, ending no later than August 31, 2017.

- R. 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.
- S. 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.
- T. 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 I.I.S.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the 7th day of June, 2016.

Approved and recommended for signing

District School Board of Hardee County

David D. Durastanti  
by David D. Durastanti, Superintendent

Dated: 6/23/16

Teresa Crawford  
by Teresa Crawford, Chair  
BOARD ACTION

Dated: 6/23/16

District School Board of Putnam County

Phyllis L. Criswell  
by Phyllis L. Criswell, Superintendent

Dated: 6/7/16

David M. Buckles  
by David M. Buckles, Chairperson

Dated: 6/7/16

North East Florida Educational Consortium

Jim Surrency  
by Dr. James A. Surrency, Executive Director

Dated: 6/7/16



**NEFEC**

nefec.org

• • •

**BOARD OF DIRECTORS:**

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*Baker*

Harold C. Farnsworth, III  
*Bradford*

Terry Huddleston  
*Columbia*

Mark A. Rains  
*Dixie*

Jacob Oliva  
*Flagler*

Dr. Jeanne Prickett  
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*Suwannee*

Carlton Faulk  
*Union*

Dr. James A. Surrency  
*Executive Director*

**NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM**

3841 Reid Street • Palatka, Florida 32177 • Phone: (386) 329-3800 • Fax: (386) 329-2547

June 13, 2016

Superintendent Durastanti  
Hardee County District Schools  
1009 N. 6th Ave  
Wachula, FL 33873

Dear Superintendent Durastanti,

Enclosed are two copies of Contract #17-040-A47 between the Hardee County District Schools and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium. Please sign both copies, keep one for your records, and return on signed copy to me:

NEFEC  
ATTN: Ginny Murph  
3841 Reid Street  
Palatka, FL 32177

If you have any questions, please call.

Thank you,

Ginny Murph  
eLearning Administrative Assistant  
386-329-3580

Enclosure

Mailed copy 6/27/16  
JMC