

VIP Model Provider Agreement Template

This Agreement for services (“Agreement”) made and entered into by and between _____ (Hereafter referred to as _____) having principal offices at _____; and The School Board of _____ (hereinafter referred to as “BOARD”), having principal offices at _____.

This Agreement supersedes and cancels any prior agreements and 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 ____ day of _____, 20____ (the effective date).

Board elects to participate in the following options to meet the Virtual Instruction Program (VIP) requirements for its resident students in accordance with the terms of Section 1002.45, Florida Statutes (F.S.).

Insert Options Here

Board and VIP 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 Data Reporting) attached hereto and incorporated herein as true and accurate.

This Agreement shall be effective upon the date upon which it is signed by both the BOARD and the VIP Provider, whichever is later and shall replace any previous agreements 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 Agreement, with the option of one year renewal after written acceptance and approval from both parties.

ATTACHMENT A

Scope of Work

The VIP Provider is to operate a K - 12 virtual school to provide a free online instruction program to eligible students during the _____ school year. Funding will be based on the regulation established by the Florida Department of Education (Department) in accordance with s. 1002.45, F.S. The Virtual School is to provide each student with all necessary instructional materials as defined by the Department, s. 1002.45, F.S. and through guidelines established by the BOARD which may include a computer, a monitor, a printer and access to reimbursement for Internet services. All students are required to participate in the state assessment program created in s. 1008.22, F.S., and all instructional staff must be highly qualified and hold valid Florida teaching certificates under provisions of Chapter 1012, F.S. The VIP Provider 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 employees to the BOARD for verification of compliance. All curriculum and course content must align to Next Generation Sunshine State Standards per s. 1002.45, F.S. The BOARD is to participate in Florida's school accountability system established in s. 1008.31, F.S. The VIP Provider agrees to establish a student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable F.S. As required in s. 1002.45, F.S., 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 Florida Standards for each grade level and subject. For district students in grade 9-12, the VIP Provider will report the successful completion of courses to the BOARD and it is the BOARD's responsibility to confirm that a student has satisfied the requirements for graduation in ss. 1003.428, 1003.429, or 1003.43, F.S. The VIP Provider will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department. **Attachment D** is an illustrative schedule of reporting based on the _____ school year.

Role of the Board

Assign VIP students to school number 7001 under the appropriate provider code and other actions required by the Department.

Verify the enrolled students are residents of the county in which the BOARD is located.

Provide testing locations for all students for the FSA and to administer any required testing; to provide readiness screening for students entering grade K.

Provide any required services to support a student's IEP consistent with the legal requirements for serving exceptional education students in a virtual school.

Designate to the VIP Provider, a BOARD Liaison to act for the BOARD in all matters pertaining to this Agreement, including but not limited to monitoring compliance with contract terms and quality of VIP pursuant to State and Client policy, and to accept and approve all deliverables and invoices.

Accept standard publications of the VIP Provider for all compliance and documentation purposes (eg., 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). (Insert link to VIP Provider's Disclosure Website here)

ATTACHMENT A

Report to the state for payment all students served under this Agreement as reported to the BOARD by the VIP Provider.

Pay the VIP Provider in accordance with **Attachment B**.

Provide information to parents and students about their right to participate in VIP.

Provide a diploma for graduating seniors.

SAMPLE

ATTACHMENT B

Payment Terms and Conditions

Cost of Services for the _____ School Year:		
1.	Annual Student Service Fee (Per FTE) Payment will be pro-rated for any fractional FTE. Includes up to six (6) full credit courses per student plus materials and reclamation of durable and unused goods.	\$
2.	Annual Student Computer Services Fee (Per FTE) Payment will be pro-rated for any fractional FTE. Includes desktop computer, scanner/printer, shipping, technical support, and reclamation of hardware.	\$
3.	Annual Student Internet Service Provider Fee (Per FTE). Payment will be Pro-rated for any fractional FTE.	\$
4.	Annual Student Intensive Reading Fee (Payable as long as the student is reported during an enrollment survey period)	\$

In the event that legislation is altered or the Department implements differing requirements that require technology services be provided to additional students, the funding agreement will be addressed based on the new requirements.

Payment Schedule

February 1, 20__ due on or before February 28, 20__ based on FTE reported in the FTE Survey 2 in October of ____.

June 1, 20__ due on or before June 30, 20__ based on FTE reported in the FTE Survey 3 in February of 20__.

Final reconciliation July 31, 20__.

A final reconciliation will be performed of the Annual Fees based on the funded FTE paid to the BOARD and the amounts paid to the VIP Provider no later than July 31 of each year, starting in July 31, 20__. In the event that the Annual Student Fees paid to the Contractor exceed the number of FTEs funded to the BOARD for students enrolled under this contract, the VIP Provider shall refund the difference to the BOARD within 60 days.

VIP Provider 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 VIP, but will retain ownership of all such deliverables.

To the best of the VIP Provider's knowledge, the VIP Provider warrants that as to each deliverable produced pursuant to this Agreement, VIP Provider's production of the deliverable and the BOARD'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 VIP Provider's knowledge, in furtherance of this provision, the VIP Provider warrants that:

As to each work of software or other "information technology" as identified in s. 282.0041(11), F.S., in which copyrights subsist, the VIP Provider has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the deliverables.

ATTACHMENT B

As to each image and sound recording incorporated into a deliverable, the VIP Provider 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.

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 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.

VIP Provider 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 (each district should add minimum expectations for the safeguarding of education records).

VIP Provider has filed for or is the owner of various trademarks and logos. The BOARD 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.

VIP Provider along with the BOARD will determine what the student/teacher ratio threshold for grades K-8 and grades 9-12 will be.

VIP Provider will maintain and keep in force Workers' Compensation, Liability and Property Damage Insurance to protect it from claims under workers' compensation claims for personal injury, including death, and claims for damages to any property of the BOARD, or of the public, which may arise from operations under this Agreement, whether such operations be by VIP Provider, or by any subcontractor or anyone directly or indirectly employed by any of them.

In no event will the BOARD, BOARD members, BOARD officers, employees, or agents be responsible or liable for the debts, acts or omissions of the VIP Provider, its officers, employees, or agents.

Method for Conflict Resolution – Any dispute concerning performance of the contract shall be decided by the BOARD's designated contract manger, _____, (insert name of manager) who shall reduce the decision to writing and serve a copy to the VIP Provider. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the VIP Provider files with the BOARD a petition for administrative hearing. The BOARD's decision on the petition shall be final, subject to the VIP Provider's right to review pursuant to Chapter 120 of the F.S. Exhaustion of administrative remedies is an absolute condition precedent to the VIP Provider'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.

ATTACHMENT B

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 _____ County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

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 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.

Debt Responsibility – As required by Florida Statute, the VIP is responsible for all debts for the school BOARD VIP that arise out of the VIP Provider's performance of this contract if the contract is not renewed or is terminated. This does not excuse the BOARD 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 under the clause titled Termination.

VIP Provider is required to comply with all requirements of Section 1002.45, F.S., and will comply with disclosure requirements adopted in rule by the State Board of Education.

ATTACHMENT C

Detailed Curriculum Plan

(Place provider's curriculum plan here)

SAMPLE

ATTACHMENT D

Data Reporting

The _____ school district will monitor compliance with data requirements on a _____ basis.

The provider represents and warrants that it shall ensure that all educational data is maintained in a secure manner and shall regularly back up such data to prevent data loss. The provider warrants that, within __ business day(s) of any request by _____ for data related to the program, the provider shall provide such data to _____. The provider also warrants that it will provide access to data backups on an automated, scheduled interval should Customer desire to archive a local copy of any data backup files.

(Place Data Reporting Schedule here)

SAMPLE