



Legislation Text

File #: 1920615, **Version:** 1

TITLE

Approval of the North East Florida Educational Consortium 2020-2021 Contract and attachments for membership and to provide Virtual Instruction Program services.

BACKGROUND INFORMATION

The North East Educational Consortium (NEFEC) provides professional development coordination and support to Monroe County through their development of the Master In Service Plan which is used to fulfill state requirements for Professional Learning. NEFEC provides face to face training for Aspiring Leaders as well as online courses, support for curriculum initiative and technical assistance for meeting statutory requirements.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: NTE \$121,257.85 (including membership and services)
Membership: \$36,257.85
Virtual Program Service: NTE \$85,000.00

CONTRACT INFORMATION

Contract with: ____
Contract value: \$____
Budget coding: ____

Contract Purpose / Description: NEFEC membership and to provide Virtual Instruction Program services.

Contract Originator: Theresa Axford, Executive Director, Teaching and Learning

Board Meeting Date: June 23, 2020

RECOMMENDATION

Approval of North East Florida Educational Consortium 2020-2021 Contract and attachments for membership and to provide Virtual Instruction Program services.



Monroe County School District

Superintendent of
Schools
Mark T. Porter

Master

File Number: 1920615

File ID: 1920615

Type: Agenda Item

Status: Agenda Ready

Version: 1

Vendor:

Action By: School Board

File Created: 06/11/2020

Subject:

Final Action:

Title: Approval of the North East Florida Educational Consortium 2020-2021 Contract and attachments for membership and to provide Virtual Instruction Program services.

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Internal Notes:**Sponsors:****Effective Date:**

Attachments: NEFEC 2020-2021 Membership Contract.pdf, Monroe
- Contractor Refusal Letter

Enactment Number:**Recommendation:****Expiration Date:**

Entered by: Patricia.Nicholas@KeysSchools.com

Expiration Date:**Related Files:****Approval History**

Version	Seq #	Action Date	Approver	Action	Due Date
1	2	6/18/2020	Dirk Smits	Approve	6/17/2020
Notes: Approved, contingent upon vendor execution of Refusal Packet (Public Records Form & Relationship Disclosure). Note to T. Axford re same on 6.18					
1	3	6/19/2020	Suanne Lee	Delegated	
Notes: Missing forms. Legal has already requested. Delegated to next person in routing and added by approval to the end to allow time to get it and upload.					
1	4	6/19/2020	Beverly Anders	Approve	6/23/2020
Notes: Missing forms. Legal has already requested. Delegated to new person in routing and added by approval to the end to allow time to get it and upload.					
1	5	6/19/2020	Kathryn Flannery	Approve	6/23/2020
1	6	6/22/2020	Ramon Dawkins	Approve	6/23/2020
1	7	6/22/2020	Suanne Lee	Approve	6/24/2020
Notes: Missing forms. Legal has already requested. Delegated to new person in routing and added by approval to the end to allow time to get it and upload.					
1	8	6/23/2020	Theresa Axford	Approve	6/24/2020
1	9	6/23/2020	Karen McDonald	Approve	6/25/2020

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

**North East Florida Educational Consortium
2020-2021 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 Monroe County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

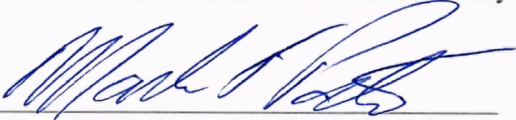
In light of the COVID-19 pandemic and anticipated financial implications, all contracted services have been analyzed for short term reductions to district costs. NEFEC will continue to apply fiscally responsible practices while maintaining high expectations of service.

Monroe County District Schools is participating in the following programs for 2020-2021:


Program:	Fee:
Main Contract #731-21-044	\$0.00
Instructional Services Program (ISP) - #21-044-A1	\$36,257.85
Virtual Instruction - #21-044-A47	See attachment for cost per student enrollment, NTE \$85,000.00

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Monroe County

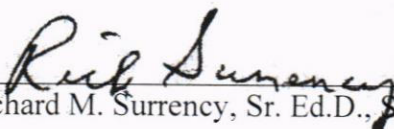

by Mark T. Porter, Superintendent

Dated: June 23, 2020

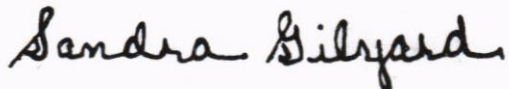

by Mindy Conn, Chairperson

Dated: June 23, 2020

District School Board of Putnam County

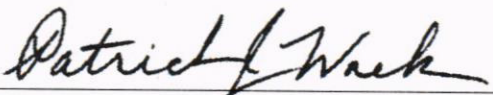

by Richard M. Surrency, Sr. Ed.D., Superintendent

Dated: 5-19-2020


by Sandra Gilyard, Chairperson

Dated: 5-19-2020

North East Florida Educational Consortium


by Dr. Patrick J. Wnek, Executive Director

Dated: 5/19/2020

James H. Smith
June 11, 1880
Beverly Hills

Arthur H. Smith
June 11, 1880

CONTRACTUAL AGREEMENT

731-21-044

The District School Board of Monroe 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 Monroe 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 **NEFEC**, 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, 2020. All work shall be completed by June 30, 2021, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work performed after June 30, 2021, unless otherwise indicated in specific attachments.
4. NEFEC 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). NEFEC 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 NEFEC 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 NEFEC'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 NEFEC 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 NEFEC. 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 NEFEC be unable to deliver as required in this contract, NEFEC 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 NEFEC and which by the exercise of due diligence NEFEC 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. NEFEC 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 NEFEC 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 NEFEC 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 NEFEC 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 Statute. 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. NEFEC 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 NEFEC 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, NEFEC 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 NEFEC.
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 NEFEC, 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 NEFEC 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:**

NEFEC 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 NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NEFEC'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 NEFEC 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 NEFEC 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, NEFEC 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 NEFEC.

19. LEGAL RELATIONSHIPS

NEFEC 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 Board has elected to contract with NEFEC 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 NEFEC 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 #21-044-A1 TO CONTRACT # 731-21-044 BETWEEN THE MONROE COUNTY DISTRICT SCHOOL BOARD, 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 NEFEC, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2020, TO JUNE 30, 2021:

I. OBLIGATIONS OF NEFEC:

The NEFEC Instructional Services Program agrees to provide the Monroe County District School Board the following services:

- A. To coordinate the NEFEC Organization of Educational Leaders (NOEL) meetings. The meetings will provide district instructional administrative staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
- B. To coordinate networking meetings for district title directors and district data representatives.
- C. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as accountability requirements, district reading requirements, safety and mental health, and the Every Student Succeeds Act (ESSA).
- D. To provide facilitation and coordination of the development of plans required by Florida Statute and/or the Florida Department of Education. This includes the professional learning catalogue, professional development certification plan, endorsement plans, and leadership development plans.
- E. To provide regional grant writing and district grant support through template development. Grant writing will include state, federal, and foundation proposals.
- F. To seek legislative funding for local initiatives as directed by the NOELs and/or NEFEC Board of Directors. These initiatives may include English/Language Arts, Leadership, Science, Technology, Engineering and Math (STEM), College & Career Readiness, and Educator Quality.
- G. To provide access to online educational resources through the NEFEC website, including data visualizations and the professional learning registration system.
- H. To facilitate the implementation of a regional professional development certification program.
- I. To facilitate a college and career networking, including coordination of two counselor forums.
- J. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
- K. To provide online and regional face to face professional learning at a reduced rate.
- L. To coordinate and provide regional face to face professional development for new teachers.
- M. To provide access to professional learning through established partnerships.

II. OBLIGATIONS OF THE BOARD:

The Monroe County District School Board agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- B. The Board designates _____, a staff member of the Monroe County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
- C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
- D. To serve in an advisory capacity to NEFEC's Instructional Services Department.
- E. To assist in planning and evaluating Instructional Services Program functions.
- F. To pay to NEFEC \$36,257.85 based on the previous October enrollment figures. **This represents a one year ten percent (10%) discount that is being applied to assist the District during funding implications that are a result of the COVID-19 pandemic.** Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2021.

ATTACHMENT #21-044-A47 TO CONTRACT #731-21-044 BETWEEN THE DISTRICT SCHOOL BOARD OF MONROE COUNTY, HEREIN REFERRED TO AS THE BOARD, 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, 2020, AND ENDING AUGUST 31, 2021:

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, eDynamic Learning, and Apex Learning.

NOW THEREFORE, NEFEC and the Board enter into this Attachment and agree as follows:

I. NEFEC agrees as follows:

- A. To reduce the Administrative Fee of \$50 per enrollment for Apex Learning, eDynamic Instruction, and FLVS by 14% resulting in a cost of \$43 per enrollment to support anticipated adjustments to district, school, and regional consortia budgets in response to COVID-19 for the duration of this contract year.
- B. To comply with all requirements of Section 1002.45, Florida Statutes and with disclosure requirements adopted in rule by the State Board of Education.
- C. 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.
- D. 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.
- E. 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.
- F. To assist the school district in establishing procedures to monitor compulsory attendance requirements in a VIP per Section 1002.45(6)(a), Florida Statutes.
- G. To assist the school district in monitoring online providers compliance with contract terms, such as the providers 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.
- H. To facilitate an online application and enrollment process for potential VIP students, ongoing VIP students, and district students within district-run virtual instruction programs.
- I. To recruit, train, provide, and pay virtual instructors for district-run virtual instruction programs.
- J. To oversee the NEFEC web-based portals for participating district-run virtual instruction programs.

- K. 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.
- L. To ensure that all virtual instructors are highly qualified and hold a valid Florida Teaching Certificate.
- M. To assign virtual instructors to courses and students.
- N. To enroll approved students in courses.
- O. To monitor NEFEC-contracted virtual instructors.
- P. To pay Florida Virtual School, K12 Florida LLC, eDynamic Learning, and Apex Learning the contracted fees pursuant to student participation and successful completion.
- Q. 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.
- R. 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.
- S. To ensure that acceptable student-teacher ratios are established to ensure the number of students in the district VIP classes are not excessive.
- T. To disclose student-teacher ratios as requested by individual districts contracted with NEFEC.
- U. To provide all successful completion of courses to the Board 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.
- V. To follow the method listed below for conflict resolution:
Any dispute concerning performance of the contract shall be decided by the 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 Board a petition for administrative hearing. The 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.
- W. 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.
- X. To invoice the District no less than three times a year as follows for services offered through August 31, 2021. Invoices will be generated at the end of the first semester (Cycle 1), at the end of second semester (Cycle 2), and at the end of summer (Cycle 3) per the costs of individual products listed in the following Online Course Provider tables below.

Online Course Provider: Apex Learning Digital Curriculum Solutions**7023 – Part-time or Full-time**

Each enrollment subscription provides access for one student enrolled in any one-half credit 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-half credit course. The number of course enrollments at the same time may not exceed the number of single enrollment subscriptions purchased. Serves students enrolled in grade 6-12 courses

Single enrollment subscription with MDVS Instructor	\$50 (one-time fee, per subscription)
Administrative Fee	\$43/upon successful completion
MDVS Instructor Fee	\$150/upon successful completion

Interim Enrollments

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/lab or are hospital homebound for a limited number of weeks.

Single enrollment subscription with MDVS Instructor	\$50 (one-time fee, per subscription)
Administrative Fee	\$43/upon enrollment
MDVS Instructor Fee	\$50/upon enrollment

Billing:

- A count of subscriptions will be made on July 1, 2020.
- If the maximum number of subscriptions exceeds the July 1, 2020 count during the period of July 2020 - December 2020 count, NEFEC will invoice the district for any additional subscriptions on the Cycle 1 invoice.
- If the maximum number of subscriptions exceeds the previous maximum during the period of January 2021 - May 2021, NEFEC will invoice the district for any additional subscriptions on the Cycle 2 invoice.
- If the maximum number of subscriptions exceeds the previous maximum during the period of June 2021 or there are enrollments that carry over to July 2021, NEFEC will invoice the district for the subscriptions on the Cycle 3 invoice.
- The Administrative Fee and MDVS Instructor Fee will be charged for each successful course completion.
- Interim Enrollment Fees will be incurred upon the enrollment date.

Online Course Provider: eDynamic Learning**7006 - Part Time**

Each enrollment subscription provides access to a variety of career and technical education electives for one student enrolled in any one-half credit 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-half credit course. The number of course enrollments at the same time may not exceed the number of single enrollment subscriptions purchased. Most eDynamic Learning courses are written to be taught over one semester (0.5 credit) but are flexible enough that they can be used over two semesters (1 credit). Courses that include 1a, 1b, 2a, or 2b in the title are single semester courses. Serves students enrolled in grade 6-12 courses

Single enrollment subscription	\$65 (one-time fee, per subscription)
Administrative Fee	\$43/upon successful completion
MDVS Instructor Fee	\$150/upon successful completion
eDynamic Learning Instructor	\$275/upon enrollment

Billing:

- A count of subscriptions will be made on July 1, 2020.
- If the maximum number of subscriptions exceeds the July 1, 2020 count during the period of July 2020 - December 2020 count, NEFEC will invoice the district for any additional subscriptions on the Cycle 1 invoice.

- If the maximum number of subscriptions exceeds the previous maximum during the period of January 2021 - May 2021, NEFEC will invoice the district for any additional subscriptions on the Cycle 2 invoice.
- If the maximum number of subscriptions exceeds the previous maximum during the period of June 2021 or there are enrollments that carry over to July 2021, NEFEC will invoice the district for the subscriptions on the Cycle 3 invoice.
- The Administrative Fee and MDVS Instructor Fee will be charged for each successful course completion.
- The eDynamic Learning Instructor Fee will be incurred upon the enrollment date.

Online Course Provider: K12 Florida LLC**7001 - Part Time (up to 3 courses)**

Comprehensive program including content, hosting, materials and instruction with K12 instructors.
Serves students enrolled in grades K-12

K12 Fully Managed Program	Curriculum and Instruction Fee	Administration Fee	Total Not to Exceed
Single Course K-5 (Per Semester)	\$295/semester	\$15/semester	\$310/semester
Single Course 6-12 (Per Semester)	\$370/semester	\$15/semester	\$385/semester
Single Course 6-12 (Per Semester) FuelEd Platform	\$225/semester	\$15/semester	\$240/semester
AP Single Course (Per Semester) FuelEd Platform	\$245/semester	\$15/semester	\$260/semester
Single Course-Career Focused Pathways (non-AP) FuelEd Platform	\$344/semester	\$15/semester	\$359/semester
Career Exploration FuelEd Platform	\$10/enrollment	\$5/enrollment	\$15/enrollment

7001 - Full Time

Comprehensive program including content, hosting, materials, advisor support and instruction with K12 instructors.
Serves students enrolled in grades K-12

K12 Fully Managed Program	Curriculum and Instruction Fee	Administration Fee	Total Not to Exceed
Full-time up to 6 courses (Per Semester)	\$2,147.50/semester	\$60/semester	\$4,415/year

Billing:

- The district will be charged for the K12 Curriculum and Instruction Fee for each course after 30 days.
- The full Administration Fee is charged at the end of each semester.
- No additional fees will be charged for a student for any month following notice to NEFEC of the student's withdrawal from the course(s).

7023 - Elementary Part Time (up to 3 courses)

Comprehensive program including content, hosting, materials, and instruction with MDVS instructors.
Serves students enrolled in grades K-6

MDVS Instructor	Curriculum Fee	Administration Fee	MDVS Instructor Fee	Total Not to Exceed
Single Course K-6 (Per Semester)	\$170/semester	\$30/semester	\$60/semester	\$260/semester

7023 - Elementary Full Time (5 courses)

Comprehensive program including content, hosting, materials, and instruction with MDVS instructors.
Serves students enrolled in grades K-6

MDVS Instructor	Curriculum Fee (\$170/course)	Administration Fee (\$30/course)	MDVS Instructor Fee (\$60/course upon successful completion)	Total Not to Exceed
Full-Time K-6 (Per Semester)	\$850/semester	\$150/semester	\$300/semester	\$2,600/year

7023 - Elementary Full Time (6 courses)

Comprehensive program including content, hosting, materials, and instruction with MDVS instructors.
Serves students enrolled in grades K-6

MDVS Instructor	Curriculum Fee (\$170/course)	Administration Fee (\$30/course)	MDVS Instructor Fee (\$60/course upon successful completion)	Total Not to Exceed
Full-Time K-6 (Per Semester)	\$1,020/semester	\$180/semester	\$360/semester	\$3,120/year

Billing:

- The district will be charged for the K12 Curriculum for each course after 30 days.
- The full Administration Fee is charged at the end of each semester.
- The Instructor Fee will be charged per successful course completion.
- No additional fees will be charged for a student for any month following notice to NEFEC of the student's withdrawal from the course(s).

K12 Florida LLC/HEAL**(Homebound Education/Alternative Learning)**

Comprehensive program including content, hosting, materials, customizations, advisor support and instruction with K12 instructors.

Serves students enrolled in grades K-12

Weekly Fee with FuelEd Instructor	\$125/week (4-week minimum)
Administration Fee	\$60 (one-time fee, per student)

Billing:

- Costs set forth above for each student are "not-to-exceed" figures.
- The fee for each student using FuelEd Online Course curriculum includes content, instruction, hosting, materials, and additional customizations.
- Students can take a single course up to a full-time course load for the \$125/week fee.

Online Course Provider: District Franchise of Florida Virtual School

7004 - District Franchise of Florida Virtual School Comprehensive program including content, hosting, and instruction with MDVS instructors. Serves students enrolled in grade 6-12 courses					
Courses	Curriculum Fees Per Half Credit/ Semester	Administration Fee Per Half Credit/ Semester Successful Completion	MDVS Instructor Cost per Half Credit/ Semester Successful Completion	Total Cost per Half Credit/ Semester Successful Completion	Total Cost per Half Credit/Semester Using District Paid Instructor (Curriculum Fee + \$15 Administration Fee)
AP Biology	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
AP Calculus AB	\$63.00	\$43.00	\$150.00	\$256.00	\$78.00
AP Calculus BC	\$63.00	\$43.00	\$150.00	\$256.00	\$78.00
AP Computer Science	\$59.00	\$43.00	\$150.00	\$252.00	\$74.00
AP English Literature and Composition	\$72.00	\$43.00	\$150.00	\$265.00	\$87.00
AP Microeconomics	\$46.00	\$43.00	\$150.00	\$239.00	\$61.00
AP Psychology	\$68.00	\$43.00	\$150.00	\$261.00	\$83.00
AP United States Government and Politics	\$63.00	\$43.00	\$150.00	\$256.00	\$78.00
AP US History	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Art in World Cultures	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Astronomy Solar/Galactic	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Biology	\$68.00	\$43.00	\$150.00	\$261.00	\$83.00
Calculus	\$63.00	\$43.00	\$150.00	\$256.00	\$78.00
Calculus Honors	\$63.00	\$43.00	\$150.00	\$256.00	\$78.00
Career Research and Decision Making	\$65.00	\$43.00	\$150.00	\$258.00	\$80.00
Creative Photography	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Critical Thinking and Study Skills	\$65.00	\$43.00	\$150.00	\$258.00	\$80.00
Culinary Arts I	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Dave Ramsey's Foundations in Personal Finance	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Digital Information Technology	\$63.00	\$43.00	\$150.00	\$256.00	\$78.00
Drivers Education	\$69.00	\$43.00	\$150.00	\$262.00	\$84.00

7004 - District Franchise of Florida Virtual School Comprehensive program including content, hosting, and instruction with MDVS instructors. Serves students enrolled in grade 6-12 courses					
Courses	Curriculum Fees Per Half Credit/ Semester	Administration Fee Per Half Credit/ Semester Successful Completion	MDVS Instructor Cost per Half Credit/ Semester Successful Completion	Total Cost per Half Credit/ Semester Successful Completion	Total Cost per Half Credit/Semester Using District Paid Instructor (Curriculum Fee + \$15 Administration Fee)
Early Childhood Education	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Forensic Science	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Foundations of Programming	\$59.00	\$43.00	\$150.00	\$252.00	\$74.00
Holocaust	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Law Studies	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Leadership Skills Development	\$65.00	\$43.00	\$150.00	\$258.00	\$80.00
Liberal Arts Math 1	\$51.00	\$43.00	\$150.00	\$244.00	\$66.00
Liberal Arts Math 2	\$51.00	\$43.00	\$150.00	\$244.00	\$66.00
M/J Business Keyboarding	\$55.00	\$43.00	\$150.00	\$248.00	\$70.00
M/J Creative Photography	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
M/J Journalism	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
M/J Science 3	\$47.00	\$43.00	\$150.00	\$240.00	\$62.00
Math for College Readiness	\$55.00	\$43.00	\$150.00	\$248.00	\$70.00
Music of the World	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Outdoor Education	\$97.00	\$43.00	\$150.00	\$290.00	\$112.00
Parenting Skills	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Peer Counseling 1	\$65.00	\$43.00	\$150.00	\$258.00	\$80.00
Peer Counseling 2	\$65.00	\$43.00	\$150.00	\$258.00	\$80.00
Personal and Family Finance	\$77.00	\$43.00	\$150.00	\$270.00	\$92.00
Personal and Family Finance - Dave Ramsey	\$77.00	\$43.00	\$150.00	\$270.00	\$92.00
Philosophy	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Precalculus Honors	\$68.00	\$43.00	\$150.00	\$261.00	\$83.00
Psychology 1	\$46.00	\$43.00	\$150.00	\$239.00	\$61.00
Psychology 2	\$77.00	\$43.00	\$150.00	\$270.00	\$92.00
Sociology	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Speech I	\$76.00	\$43.00	\$150.00	\$269.00	\$91.00
Theater, Cinema & Film Production	\$85.00	\$43.00	\$150.00	\$278.00	\$100.00
World Religions	\$71.00	\$43.00	\$150.00	\$264.00	\$86.00

7004 - District Franchise of Florida Virtual School Comprehensive program including content, hosting, and instruction with MDVS instructors. Serves students enrolled in grade 6-12 courses					
Courses	Curriculum Fees Per Half Credit/ Semester	Administration Fee Per Half Credit/ Semester Successful Completion	MDVS Instructor Cost per Half Credit/ Semester Successful Completion	Total Cost per Half Credit/ Semester Successful Completion	Total Cost per Half Credit/Semester Using District Paid Instructor (Curriculum Fee + \$15 Administration Fee)
All other franchise course offerings	\$43.00	\$43.00	\$150.00	\$236.00	\$58.00
**MDVS may offer additional or updated FLVS courses not to exceed, \$100 for the curriculum fee and additional, appropriate fees					

ELEMENTARY OPTIONS Comprehensive program including content, hosting, and instruction with MDVS instructors. Students may register for a single segment (semester) of a course up to full-time enrollment that consists of 6 courses per semester. Students may choose from 4 core courses including English Language Arts, Mathematics, Science and Social Studies. Elective choices include Art, Physical Education, Spanish and Technology. Serves students enrolled in grades K-5				
MDVS Instructor	Curriculum Fee (\$43/course)	Administration Fee (\$43/course)	MDVS Instructor Fee (\$150/ course upon successful completion)	Total Not to Exceed
Full-Time (6 courses/semester)	\$258/semester	\$258/semester	\$900/semester	\$2,832/year
Billing: • District will be charged the Curriculum Fee once the student achieves 20% course completion OR is in active status in VSA for a minimum of 30 days. • Administration Fee and Teacher Fee will be charged upon successful course completion. • District Facilitated Courses - Administration Fee is charged with Curriculum Fee.				

II. The Board 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, 7006, 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 Advanced Placement® and state-required assessments.
- M. To make timely payment earned by the Advanced Placement® instructor of record for successful student completion of Advanced Placement® Exams.
- N. To coordinate with caregivers on reclaiming non-consumable materials.
- O. To report FTE and all other DOE survey information.
- P. To input student demographic, scheduling, and grade data as needed into the District database(s).
- Q. To recommend the appropriate provider option for high school students based on their academic needs.
- R. To recommend the appropriate curriculum choice for students where supplemental material is warranted.
- S. To make timely payment of NEFEC invoices per the fees noted in item I. X 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, 2021.
- T. To follow the method listed below for conflict resolution: Any dispute concerning performance of the contract shall be decided by the 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 Board a petition for administrative hearing. The 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 be responsible for all debts for the Board'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 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 in II. U.

MONROE COUNTY SCHOOL DISTRICT
Contractor's Refusal to Sign District Standard Form Contract

Please be advised that pursuant to the policies and procedures of The School Board of Monroe County, Florida, all contracts between companies and/or contractors and the School District are to be documented using standard form contracts of the School Board. It is our understanding; however, that you /your company prefers and/or otherwise refused to utilize a standard form contract for goods or services.

Furthermore, Florida Statute §119.0701 requires that all contracts entered into by the Board contain the following requirements:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.

(b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.

(d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC
RECORDS RELATING TO THIS CONTRACT, CONTACT**

INTERNAL SERVICES DIVISION
Purchasing | Property Control | Contract and Records Management
241 Trumbo Road • Key West, FL 33040
Tel. (305) 293-1400
www.KeysSchools.com

THE CUSTODIAN OF PUBLIC RECORDS AT: Phone: 305-293-1400, Email to Records@KeysSchools.com, or mail to MCSD, 241 Trumbo Rd., Key West, FL 33040.

Kindly acknowledge your preference to not utilize a School Board of Monroe County standard form contract by signing below, and agree to comply with F.S. §119.0701 as indicated above. Please return a signed copy of this letter to the School Board of Monroe County at your earliest convenience.

Should you have any questions or concerns, please do not hesitate to contact me.

Suanne C. Lee
Director of Internal Services

I would prefer not to use or have otherwise refused to use a Monroe County School Board standard form contract. I also agree to comply with F.S. §119.0701 and acknowledge the above requirements.

6-22-20

Date



Signature of Vendor

Shay Starling, Associate Executive Director
Printed Name and Title of Vendor

NEFEC

**MONROE COUNTY SCHOOL DISTRICT
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, Shay Starling, of the City/Township/Parrish of Palatka, State of Florida, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:

Name of company/vendor: North East Florida Educational Consortium

Nature of services presently being offered to School District: K-12 instructional services

2) (CHECK ONE BOX) ☐ I have (OR) ☒ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. _____

3) (CHECK ONE BOX) ☐ I have (OR) ☒ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) _____

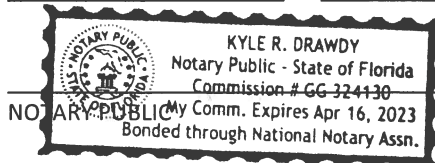
The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

6-22-20
Date

[Signature]
(Signature of Authorized Representative)

STATE OF Florida
COUNTY OF Marion

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Shay Starling who,
☒ being personally known or ☐ having produced _____ as identification,
and after first being sworn by me, affixed his/her signature in the space provided above on this 22 day of June, 2020.



April 16, 2023
My commission expires:

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this 22nd day of June, 2020.

By


Authorized Signature/Contractor

Shay Starling, Assoc. Executive Director
Typed Name/Title

North East Florida Educational Consortium
Contractor's Firm Name

3841 Reid St.
Street Address

Palatka, FL 32177
City/State/Zip Code

Area Code/Telephone Number

(386) 329-3800