

**INTERDISTRICT AGREEMENT BETWEEN
THE SCHOOL BOARDS OF MARTIN AND ST. LUCIE COUNTIES
FOR VIRTUAL INSTRUCTION PROGRAM PARTICIPATION**

THIS INTERDISTRICT AGREEMENT is made and entered into as of the last date on which a party signs this Agreement, by and between the SCHOOL BOARD OF ST. LUCIE COUNTY, governing body of the School District of St. Lucie County, Florida (“St. Lucie Board”), and the SCHOOL BOARD OF MARTIN COUNTY, governing body of the School District of Martin County, Florida (“Martin Board,” and, together with the St. Lucie Board, the “Boards”).

WITNESSETH:

WHEREAS, the St. Lucie Board will operate the Mosaic Digital Academy, a K-12 virtual school, to provide a free, full-time online instructional program to eligible students in St. Lucie County and surrounding counties during the 2012-2013 school year; and

WHEREAS, the Boards desire to cooperate in allowing out-of-district attendance to Mosaic Digital Academy for eligible students in Martin County in accordance with Section 1002.45(1)(c)3, Fla. Stat.; and

WHEREAS, the Boards agree that all obligations stated or implied in this Agreement shall be interpreted in light of, and consistent with, governing state and federal laws.

NOW, THEREFORE, for and in consideration of these and other premises, the Boards agree as follows:

1. The term of this Agreement is for the period August 1, 2012 to June 30, 2013 (“term”), unless earlier terminated by either party as provided in this Agreement.
2. The Martin Board elects to participate in Mosaic Digital Academy serving grades K-12, as one of its virtual instruction options for its students.
3. The Boards agree to the terms and conditions contained in Attachments A, B, and C, which are attached hereto and incorporated by reference. These documents constitute the entire agreement between the parties with respect to the subject matter hereof.
4. Either of the Boards may terminate this Agreement upon thirty (30) days written notice to the other Board. In the event of termination under this paragraph, students previously accepted for attendance in Mosaic Digital Academy shall be allowed to remain until the end of the then-current school year.
5. Notwithstanding anything herein to the contrary, the St. Lucie Board shall retain authority to reject the transfer of any student of the Martin Board into Mosaic Digital Academy for good cause shown, including but not limited to the discipline record of the student.

6. 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 Agreement, the Parties will amend the Agreement as necessary to bring the Agreement into accord with the rules and regulations.

7. Both parties will comply with all applicable laws including, but not limited to, those requiring confidentiality of student records.

8. The parties agree that they will use best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the Assistant Superintendent of the Martin Board and the Assistant Superintendent for Secondary Schools for the St. Lucie Board.

9. The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate court in St. Lucie County, Florida; in any such action, Florida law shall apply.

10. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by U.S. mail, and addressed as follows:

If to the Martin Board: Office of the Superintendent of Schools
School District of Martin County
500 East Ocean Boulevard
Stuart, Florida 34994

If to the St. Lucie Board: Office of the Superintendent of Schools
School District of St. Lucie County
4204 Okeechobee Road
Fort Pierce, Florida 43947

11. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior agreements and past practices between the parties or their employees relating to the same subject matter. This Agreement may only be amended in writing, mutually approved by all parties.

12. If any phrase, sentence, subsection or paragraph of this Agreement shall be deemed illegal or otherwise unenforceable as a matter of law, the same shall not act to impair or affect the validity of the remainder of this Agreement, to the extent the remaining portions of the Agreement are consistent with the mutual intent and understanding of the parties.

13. This Agreement is entered for the sole and exclusive benefit and protection of the parties and no other person or entity shall have any right of action arising under or as a result of this Agreement.

IN WITNESS WHEREOF, the School Board of St. Lucie County and the School Board of Martin County have caused this Agreement to be executed by their duly authorized representatives.

SCHOOL BOARD OF MARTIN COUNTY

SCHOOL BOARD OF ST. LUCIE COUNTY

By: _____
Name: Sue Hershey
Title: Chair

By: _____
Name: Carol A. Hilson
Title: Chair

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Name: Nancy Kline

By: _____
Name: Michael J. Lannon

ATTACHMENT A

Additional Terms and Conditions

Scope of Work:

The St. Lucie Board will operate the Mosaic Digital Academy, a K-12 virtual school, to provide a free, full-time online instructional program to eligible students in St. Lucie County and surrounding counties during the 2012-2013 school year. Funding will be based on the regulations established by the Florida Department of Education (“FDOE”) in accordance with s. 1002.45, Florida Statutes. The St. Lucie Board shall provide each student enrolled in the Mosaic Digital Academy with all necessary instructional materials as required by the FDOE and applicable state statute, which may include a computer, a monitor, a printer and access to a reimbursement for Internet services. The St. Lucie Board will require students to participate in the state assessment program created in Section 1008.22, Florida Statutes. The St. Lucie Board shall ensure that all instructional staff are highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The St. Lucie Board will align all curriculum and course content to Florida’s Next Generation Sunshine State Standards or Common Core Standards. Mosaic Digital Academy shall participate in Florida’s school accountability system established in Section 1008.31, Florida Statutes. The St. Lucie Board agrees to establish a student progression plan and other policies to support a virtual program in compliance with applicable Florida Statutes. As required in Section 1002.45, Florida Statutes, a detailed curriculum plan is provided in Attachment C that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards or Common Core Standards for each grade level and subject.

Roles and Responsibilities of the St. Lucie Board:

1. Ensure that all instructional staff are highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes.
2. Align all curriculum and course content to Florida’s Sunshine State Standards and/or Common Core Standards.
3. Establish a student progression plan and other policies to support a virtual program in compliance with applicable Florida Statutes.
4. Implement the curriculum plan set forth in Attachment C and provide periodic updates to the Martin Board Liaison.
5. Establish a School Advisory Council with representation from the Martin Board and any other participating school districts for Mosaic Digital Academy.
6. Provide a coordinator and counselor to serve the needs of the student body.
7. Designate a Mosaic Digital Academy School Coordinator to work with the Martin Board Liaison on all matters pertaining to this Agreement.
8. Maintain and keep in force Worker’s Compensation Insurance to protect it from claims under worker’s compensation which may arise from operations under this Agreement.

9. Be responsible for all debts for the Mosaic Digital Academy that arise out of performance of this Agreement if the agreement is not renewed or is terminated.
10. Provide a method for determining that a student has satisfied the requirements for graduation in Florida Statutes.
11. Comply with all requirements in Section 1002.45, Florida Statutes, as may be amended from time to time, including, but not limited to, the requirements for background screening for all employees.

Roles and Responsibilities of the Martin Board:

1. Verify the enrolled students of Mosaic Digital Academy are residents of the Martin County School District.
2. Coordinate with a school coordinator or designee to provide testing locations for all students for all required State testing and to administer any required testing; to provide readiness screening for students entering grade K.
3. Provide any required consult to support a student's individualized education plan ("IEP") consistent with the legal requirements for serving students with special needs in a virtual school.
4. Designate a Liaison to work with the Mosaic Digital Academy School Coordinator on all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.
5. Provide information to parents and students about right to participate in virtual programs.
6. Provide resident students with information related to enrolling in Mosaic Digital Academy.
7. Designate representative(s) to serve on the School Advisory Council.
8. Provide staff members to plan for curriculum development and alignment in future years of development.

ATTACHMENT B
Payment Terms and Conditions

Cost of Services for the 2012-2013 School Year:

1. The St. Lucie Board shall report full-time equivalent (“FTE”) students enrolled in Mosaic Digital Academy residing in Martin County to the Florida Department of Education (“FDOE”) in a manner prescribed by the FDOE, and funding shall be provided through the Florida Education Finance Program to the St. Lucie Board.

2. The St. Lucie Board shall pay an administrative fee of 2% of the earned FTE for each student enrolled in Mosaic Digital Academy residing in Martin County to the Martin Board by no later than July 31, 2012. The St. Lucie Board shall not pay the 2% administrative fee for any student for whom the St. Lucie Board has not received FTE.

ATTACHMENT C

Detailed Curriculum Plan

General information

All students enrolled in the Mosaic Digital Academy in grades K-5 will participate in their grade-level specific schedule, included in this Agreement. All student schedules are subject to the approval of the St. Lucie Board. The following represents the detailed curriculum plan for Mosaic Digital Academy in the 2012-2013 school year. Students performing above or below grade level may receive additional adjustments, subject to approval.

Students in grades 6-12 will be provided with course selections including required core classes. Eligible students in grades 9-12 may also enroll in Dual Enrollment and Advanced Placement courses. Students will meet with a guidance counselor for a required session related to scheduling and a graduation progress review. Students will be required to complete EPEP for college and career planning.

Students performing below grade level

Students who are not performing at grade level will be placed in their appropriate grade-level courses but may receive additional content and instruction designed to address their deficiencies. Students who scored a level 1 or 2 on the FCAT Reading test will be placed in an Intensive Reading course.

Mosaic Digital Academy represents that to the best of its knowledge, all curriculum provided under this plan complies in all material respects to the Florida Next Generation Sunshine State Standards or Common Core Standards for each grade level and subject.

Kindergarten	Grade 1	Grade 2
Language Arts Math Science Social Studies Electives Orientation to On-line learning	Language Arts Math Science Social Studies Electives Orientation to On-line learning	Language Arts Math Science Social Studies Electives Orientation to On-line learning

3 rd Grade	4 th Grade	5 th Grade
Language Arts Math Science Social Studies Electives Orientation to On-line learning	Language Arts Math Science Social Studies with Florida State History Electives Orientation to On-line learning	Language Arts Math Science Social Studies Electives Orientation to On-line learning

6 th Grade	7 th Grade	8 th Grade
Language Arts Math Science Social Studies Electives	Language Arts Math Science Civics Electives	Language Arts Math Science Social Studies Electives

High School Courses

Language Arts

- English 1
- English 2
- English 3
- English 4
- AP English Language
- AP English Literature

Math

- Algebra 1
- Geometry
- Algebra II
- Pre-Calculus
- Integrated Math
- AP Calculus AB
- AP Statistics

Science

- Physical Science
- Biology
- Chemistry
- Physics
- Earth Science
- AP Chemistry
- AP Biology
- AP Environmental Science
- AP Physics B

Social Studies

- World Geography
- World History
- American History
- American Government
- Economics
- Contemporary World Issues
- AP European History
- AP US History
- AP Economics
- AP US Government
- AP Psychology

World Languages

- Spanish I, II and III
- Spanish IV
- French I, II
- French III, IV
- AP Spanish Language

Health/Physical Education

Career Technical Education

-

Electives

- Creative Writing
- Journalism
- Sociology

- Psychology
- AP Art History
- Music Appreciation
- Driver's Education
- Art Appreciation
- Freshmen Seminar: Career Planning and Life Skills
- Personal Finance