



JEFFERSON COUNTY EDUCATIONAL SERVICE

VLA PARTICIPATION AGREEMENT

This Agreement is entered into between the Governing Board of the Jefferson County Educational Service Center (JCESC) and _____ Board of Education (District) for a period of:

Table A.)

CHOOSE ONE:

_____ 12 months beginning July 1, 2025 and ending June 30, 2026 (\$1,500 Fee)

_____ 24 months beginning July 1, 2025 and ending June 30, 2027 (\$2,000 Fee)

_____ 36 months beginning July 1, 2025 and ending June 30, 2028 (\$3,000 Fee)

_____ 48 months beginning July 1, 2025 and ending June 30, 2029 (\$4,000 Fee)

_____ 60 months beginning July 1, 2025 and ending June 30, 2030 (\$5,000 Fee)

WHEREAS, the JCESC has developed a Virtual Learning Academy (VLA), an internet-based educational curriculum and delivery system designed for grades K-12 which provides alternative educational opportunities for credit deficiencies; alternative programs; summer school programs, including but not limited to gifted, special needs and home-schooled students; and

WHEREAS, the District desires to contract with the JCESC to enable its students to participate in the VLA when appropriate;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, it is understood and agreed by the parties as follows:

1. JCESC shall provide the following services:

- a) curriculum and delivery system
- b) development and maintenance of the school district VLA database, including registration of students and faculty
- c) professional development and system training
- d) daily online VLA technical support
- e) marketing consultation
- f) treasurer's office/EMIS support

2. The District agrees to provide an administrator to serve as a "point of contact" between the District and the JCESC to coordinate and administer the VLA program.

* Please complete the Participation Contact Information Form in this document.

3. Students enrolled in the VLA shall remain part of the District's ADM.

4. Fees for Service:

- a) The District shall pay the sum of the content selected in Table A to JCSC for a VLA contract, payable as arranged by the parties.

| Managed Services | School Districts | Payments |
|----------------------------|------------------|--|
| Managed Services – 1 Year | \$1500 | Year 1: \$1500 |
| Managed Services – 2 Years | \$2000 | Year 1: \$1500 Year 2: \$500 |
| Managed Services – 3 Years | \$3000 | Year 1: \$2000 Year 2: \$500 Year 3: \$500 |
| Managed Services – 4 Years | \$4000 | Year 1: \$2500 Year 2: \$500 Year 3: \$500 Year 4: \$500 |
| Managed Services – 5 Years | \$5000 | Year 1: \$3000 Year 2: \$500 Year 3: \$500 Year 4: \$500 Year 5: \$500 |

- b.) Student License Fees are the responsibility of the District. The License enables a student to enroll in an unlimited number of courses for the license period within the dates of the Agreement.

The Student License Fees are as follows:

| Student License Fees | |
|--|--------------|
| <i>Full Year</i> (Unlimited Courses) | \$200 |
| <i>Six Month</i> (Unlimited Courses) | \$150 |
| <i>Three Month</i> (Unlimited Courses) | \$100 |
| <i>Single Course</i> | \$50 |
| <i>Extended</i> (3 months up to a full year) | \$50 |
| <i>Progress Monitoring Diagnostics</i> Per Student Per Full Year | \$25 |

| Summer School Fees | |
|--|-------------|
| Summer School License Fee <i>Student License Fee Memorial Day thru July 31st</i> (Unlimited Courses) | \$75 |

5. Teacher Stipends: Teacher stipends are the responsibility of the District. If the JCESC provides the teacher, the rates are as follow:

| Teacher Fees | |
|---|--|
| <i>Teacher Graded Course Fee</i> (Essay, Short Response, and Computer Graded Questions-Licensed Teacher provides Feedback, Support, and Intervention) | One credit: \$300 ½ credit: \$150 ¼ credit: \$100 |

The stipend is payable to the JCESC.

- a. If the District provides the teacher, payment arrangement shall be between the District and teacher.

6. Student Withdrawal: Student withdrawal fees are the responsibility of the District. License and Teacher Fees associated are listed as follows:

| Withdrawal Fees | |
|--|--|
| <i>Student License Withdrawal Fee</i> <i>If the student has not logged in within 30 days of enrollment.</i> | No Charge |
| <i>If the student logged in and worked on the platform but withdrawals within 30 days of enrollment.</i> | 1-10 Hours \$25 11-20 Hours \$50 21 Hours \$75 |
| <i>Teacher Graded Course Withdrawal Fee</i> <i>If the student has not logged in within 30 days of enrollment</i> | No Charge |
| <i>If the student logged in and worked on the platform but withdrawals within 30 days of enrollment</i> | 0-3 Units \$25 4 or more \$9 /Unit |

7. Independent Contractor Status: Each party hereto shall be deemed an independent contractor, and neither party is nor shall be considered an agent, employee, or representative of the other.
8. Cooperation: Upon either party's request, the other party shall provide, without charge, copies of all information, data, records, and/or reports that the requesting party deems necessary to the provision of the Staffing Services. Appropriate conferences shall also be scheduled at convenient times with essential administrative personnel of both parties to discuss necessary information.
9. Limitation on Warranties: This Agreement is a service contract. Accordingly, JCESC disclaims all expressed, implied, and/or statutory warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.
10. Compliance with Law and Student Information: Both Parties shall comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies, including but not limited to those governing the disclosure of confidential information regarding students or their family members and, student records, such as ORC 3319.321 and the Family Educational Rights and Privacy Act (20 U.S.C. §1232g). Neither party shall disclose student information or records (directory or otherwise) without the prior written consent of the student's parent or student, if over 18. Each Party shall notify the other of any release of student or family information immediately upon knowledge of the same. Any student information released to a third party or subsequent party pursuant to the terms of the law or this agreement shall be released on the condition that the receiving party will not permit any other party to have access to such information without the written consent of the parent or student if 18 or over.
11. Confidentiality: During this Agreement, the District and its students and employees may have access to curriculum and materials developed by the VLA, which may be considered proprietary and confidential. The District agrees to maintain the confidentiality of this information and take all reasonable steps to insure its employees, agents, students, and like entities will do the same. Specifically, except as otherwise required by law, the District, its students, employees, and

agents will not copy or use the curriculum and materials for reproduction or its purposes. Nor will the District make such information available to third parties for any purpose without the express written consent of the JCESC. This obligation to maintain confidentiality shall survive the termination of this Agreement.

12. Amendment: This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing but may be modified or amended only by an instrument in writing duly executed by both parties.
13. Assignment: Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party.
14. Entirety: This Agreement contains the entire Agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior service contractor similartype of Agreement between the parties, oral or written, is hereby superseded and terminated.
15. Governing Law: The laws of the State of Ohio shall govern the validity, performance, and enforcement of this Agreement.
16. Severability: Each article, paragraph, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.
17. Section Headings: The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement

DASL INTEGRATION

Table B.)

CHOOSE ONE:

| |
|--|
| <input type="checkbox"/> Yes, we want to purchase the DASL Integration |
| <input type="checkbox"/> NO, we <u>DO NOT</u> want to purchase the DASL Integration |

| DASL Integration Fees | |
|---|----------------|
| <i>Per Year (in accordance to the Agreement Length)</i> | \$2,000 |

Integrations into VLA

- Using this integration, students, teachers, classes, and class enrollments would be entered into DASL and then loaded into VLA.
- The way to pull information out of DASL:
 - GradeBook Export – this would run nightly
- The GradeBook export contains all information needed. No development work will be needed by the ITC. To use this, the GradeBook integration must be turned on.
(This does not turn on the GradeBook product.)
- Courses, Districts, Schools, and Grade Levels would be maintained in both systems and would require manual linking between the two.

Student, Parent, and Teacher Accounts as well as Student Licenses would also be automatically created in VLA from the DASL data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date firstwritten above.

| BOARD OF EDUCATION OF | GOVERNING BOARD OF THE JEFFERSON COUNTY EDUCATIONAL SERVICE CENTER |
|---------------------------------------|---|
| _____ By: _____ Board President | _____ By: _____ Board President |
| By: _____ Fiscal Officer | By: _____ Fiscal Officer |
| By: _____ Superintendent | By: _____ Superintendent |