

**Region 4 Education Service Center  
District Participation Agreement**

**Texas Virtual School**

This Participation Agreement (“Agreement”) is made by and between the following parties (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

**REGION 4 EDUCATION SERVICE CENTER**

“Region 4”

Attn: Linda Behling Gillis

7145 West Tidwell

Houston, Texas 77092

Phone: 713-744-6851

Fax: 713-462-6827

**DISTRICT NAME**

“District” \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**1. PURPOSE**

The purpose of this Agreement is to provide a web-based learning environment via Region 4’s Texas Virtual School (“TVS”) to allow students and teachers to access skills and content that might not otherwise be available. TVS courses provide flexibility so students can learn as their schedules permit.

**2. TERM AND TERMINATION**

The initial term of this Agreement shall be from \_\_\_\_\_, 201\_\_ until \_\_\_\_\_, 201\_\_. This Agreement shall automatically renew for successive one year terms unless otherwise terminated by either Party.

Either Party may terminate this Agreement at any time by providing thirty (30) days written notice of termination, except that the Parties agree termination will not be effective until after all then-enrolled students complete the current semester.

### **3. REGION 4 DUTIES AND RESPONSIBILITIES**

Region 4 will:

- 3.1 Provide registration services to TVS students;
- 3.2 Provide highly qualified, Texas certified, teachers trained through the Texas Virtual School Network approved Web Instructors Certification, Part I course to teach all TVS courses;
- 3.3 Provide courses that are, or are in the process of being, approved by the Texas Virtual School Network;
- 3.4 Provide optional orientation training to students in online learning;
- 3.5 Provide optional training to assigned student liaisons;
- 3.5 Provide the school liaison with the final grades of district students enrolled in TVS courses as authorized by the Family Educational Rights and Privacy Act;
- 3.6 Provide telephone and administrative and technical support during Region 4 regular business hours (8:00 a.m. 4:30 p.m. CST);
- 3.7 Extend a course by mutual agreement of the district, course teacher, and Region 4 for an additional cost.

### **4. DISTRICT DUTIES AND RESPONSIBILITIES**

District will:

- 4.1 Provide registration information for all students enrolling in TVS courses;
- 4.2 Provide Region 4 with a purchase order each semester for all students registered for TVS courses;
- 4.2 Provide a district liaison to act as an intermediary among the TVS teacher, student, student parents, and TVS;
- 4.3 Provide a properly configured computer and Internet access for any student required to participate in TVS coursework during school hours;
- 4.4 Provide all district students enrolled in a TVS course(s) with all materials that are required for that course, such as textbooks, calculators, and/or laboratory materials;
- 4.5 Award the student credit upon successful completion of the TVS course(s);
- 4.6 Provide on-site technical support for students enrolled in TVS courses;
- 4.7 Pay all TVS invoices within 30 days of receipt. **REGION 4 WILL NOT RELEASE STUDENT GRADES UNTIL PAYMENT IS RECEIVED.**

### **5. PAYMENT**

- 5.1 Unless otherwise agreed to in writing, the district agrees to pay Region 4 according to the attached payment schedule. Course costs will remain the same unless Region 4 notifies the district in writing of an increase. The District will be notified of cost increases prior to permitting students to register.
- 5.2 Students are not considered enrolled in a course and student grades will not be released until payment is received from the district.
- 5.3 If a student drops a course during the first two weeks of a course, Region 4 will reimburse the enrollment fee minus a One Hundred Thirty and 00/100s Dollars (\$130.00) registration and set up fee.

## 6. FERPA

FERPA Agreement. The parties acknowledge that the district and Region 4 have a duty to maintain the privacy of education records under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”). As an express and material condition to this Agreement, Region 4 agrees to maintain, and will require any employee, agent or subcontractor of Region 4 to maintain, the confidentiality of all information supplied to Region 4 by the District that is subject to FERPA regulation, and Region 4 further agrees, and will require any employee, agent or subcontractor of Region 4 to agree, to abide by all requirements of FERPA and any other laws or regulations related to the confidentiality and privacy of student education records and other records supplied to Region 4 by District. All such records, information and data shall be used by Region 4, its employees, agents and subcontractors for the express limited purposes described in this Agreement, and Region 4, its employees, agents and subcontractors shall not release such records, information and data to any third party except in strict conformity with the requirements of FERPA and any other laws or regulations related to the confidentiality and privacy of student education records.

## 7. MISCELLANEOUS PROVISIONS

- 7.1 **Liability.** No Party assumes the liability for the systems under control of the other Party or for the actions of the employees of the other Party.
- 7.2 **Immunity as a Defense.** No Party to this Agreement has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.
- 7.3 **Notices.** Notices under this Agreement shall be in writing and delivered to the other Party at the addresses listed above.
- 7.4 **Relationship.** The Relationship between the Parties is that of independent contractors. This Agreement does not create a joint venture, business partnership or Agency relationship between the Parties. Neither Party has the authority to bind the other in any manner.
- 7.5 **Assignment.** No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 7.6 **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.
- 7.7 **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all disputes shall be Harris County, Texas.
- 7.8 **Agreement.** This Agreement represents the entire Agreement between the Parties and may not be modified, terminated or discharged except in writing and signed by all Parties.
- 7.9 **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

**Please return one signed original to Region 4 Education Service Center, Attn: Linda Behling Gillis, Internal Services, 7145 West Tidwell, Houston, Texas 77092.** Keep the other signed original for your records. This TVS Participation Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties as following:

**REGION 4:**

\_\_\_\_\_  
Robert A.Pechacek, CFO  
Deputy Director, Financial Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Support Services

\_\_\_\_\_  
Date

**SCHOOL/DISTRICT:**

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

Purchase Order # \_\_\_\_\_

## Payment Schedule

The district shall pay Region 4 as outlined below for each course offered through TVS. Payment shall be calculated per student each semester and the district will be each semester invoiced after the two week drop period has passed.

<u>COURSE</u>	<u>COST PER STUDENT</u>
Academic Core Course	\$325.00 (Per Semester)
Advanced Placement Course	\$350.00 (Per Semester)
Foreign Language Course	\$350.00 (Per Semester)
Skills for Success and Online Learning (Student Orientation)	\$ 25.00 (Per Session)
Liaisonics Mentor Training	\$ 75.00 (Per Session)
Parents Online Parent Training	\$ 25.00 (Per Session)
Course Extension	50% of initial cost (Per Semester)