



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing
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June 19, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG*

SUBJECT: Contract with Calvert Partners, Inc.

In accordance with Florida Statute 1002.415, 1002.37 and Senate Bill 1676, beginning with the 2009-2010 school year, each school district shall provide eligible K-12 students within its boundaries the option of participating in a virtual instruction program. The program makes instruction available to students using online and distance learning technology in the nontraditional classroom. Calvert Partners, Inc. is one of the virtual instruction programs the District is currently using to comply with this requirement.

Ms. JoAnne Glenn, Assistant Principal for Pasco eSchool, is requesting approval of the attached contract with Calvert Partners, Inc. The contract was reviewed and approved by Ms. Nancy Alfonso, Board Attorney via email on April 9, 2012. The term of this contract will be for the 2012-2013 school-year and will be funded through FTE earned by students enrolled in grades K-5 who are promoted to the next grade level at the end of the academic year. Please see the attached memo from Ms. Glenn for additional information.

The District and Calvert Partners, Inc. have negotiated the attached agreement to include services that will assist the district in meeting the requirement of Florida Statute 1002.415, 1002.37 and Senate Bill 1676. The District is permitted to negotiate for services of this nature under Florida Administrative Code 6A-1.012(11)(a). Please feel free to contact JoAnne Glenn or me at your earliest convenience if you have any questions or concerns.

KDG/mw
Attachments

Date/Time: June 13, 2012 09:13:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent

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Pasco eSchool

JoAnne Glenn, Assistant Principal

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E-MAIL: jglenn@pasco.k12.fl.us

May 29, 2012

To: Kendra Goodman, Purchasing Agent

From: JoAnne Glenn, Assistant Principal for Pasco eSchool

Subject: Calvert Partners, Inc.

In accordance with Florida Statute 1002.415, 1002.37 and Senate Bill 1676, beginning with the 2009-2010 school year, each school district shall provide eligible K-12 students within its boundaries the option of participating in a virtual instruction program. The program makes instruction available to students using online and distance learning technology in the nontraditional classroom.

To provide the elementary students enrolled in Pasco eSchool with a variety of learning opportunities and to bring the curriculum and operation of the program into closer alignment with our traditional schools, Pasco eSchool requests approval on a contract with the following provider:

- Calvert Partners, Inc.

Partnering with Calvert Partners, Inc. offers the District an opportunity to use digital curriculum developed by a vendor, with direct instruction provided by our own teachers. Such a model will allow for closer monitoring of student progress, increased opportunities for students to participate in co-curricular activities (like the Science Fair and Tropicana Speech Contest), and build relationships with their teachers through face-to-face sessions.

The costs associated with any resulting contract will be funded through FTE earned by students enrolled in grades K-5 when they meet the requirements for promotion at the end of the school year.



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CALVERT[®]
PARTNERS

Calvert Partners Agreement

THIS AGREEMENT is made effective as of July 1, 2012, between District School Board of Pasco County (the "Virtual School"), a public school district located at 7227 Land O Lakes Blvd, Land O Lakes, Florida 34638-2826 and Calvert Educational Services, LLC, a subsidiary of the Calvert School, Incorporated ("Calvert School"), trading as the Calvert School, a not for profit corporation, with its principal offices located at 10713 Gilroy Road, Suite B, Hunt Valley, Maryland 21031, relating to Virtual School's virtual public school offering.

Whereas, the mission of the Virtual School is to offer parents and their children the choice of schooling that is best for them within the State of Florida (the "Territory"); and

Whereas, the Virtual School offers on-line "virtual" instruction to any student in the Territory; and

Whereas, the Calvert School has over one hundred years experience as a distance educator; and

Whereas, the Virtual School and the Calvert School wish to work together to provide effective distance education to eligible students in the Territory,

NOW THEREFORE, in consideration of our intent to collaborate on the delivery of quality education for the students we serve, the parties agree as follows:

1. Calvert School's general obligations. Subject to all of the terms and conditions herein, in Schedule 1 which is incorporated herein by reference, and the mutual performance of this Agreement by the Virtual School, Calvert School agrees:

1.1. To provide Calvert services and curriculum ("Calvert Curriculum") to the Virtual School. In this Agreement, "Course Material(s)" means the materials related to a Calvert Curriculum for a grade level, and a unit of Course Material are those Course Materials for a single student in a grade for a single Academic Year (defined below).

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1.2. To provide a series of assessments administered to Students to gauge mastery of core concepts including: (a) a placement evaluation; (b) other quantitative and qualitative assessments that will vary based on the grade.

1.3. To provide samples of books and materials used in the course at no charge for prospective family and student review and not to be re-sold or used for individual education purposes.

1.4. To provide training for Virtual School teachers through webinar or other remote or on-site training modalities.

1.5. To provide a series of instructional support services that includes the Team Teaching Forum supporting live, interactive learning events that engage students, Learning Guides, Supervising Teachers and Calvert School Education Counselors.

1.6. To provide the Student Information System which establishes online student accounts, attendance tracking and an online grade book for the purpose of providing supervising teachers with the ability to monitor student progress and performance and to initiate academic interventions that are needed to assure a successful academic experience for each student.

1.7. To provide a comprehensive Implementation Guide that includes detailed aspects of the Calvert Partners program and provides instructions and best practices for its use.

1.8. To provide marketing and enrollment services for the Virtual School in accordance with Schedule 2, which is incorporated herein by reference (the "Marketing and Enrollment Services").

1.9. To provide any records requested for a program audit at no additional charge.

2. The Virtual School's general obligations. Subject to all of the terms and conditions herein, in Schedule 1 which is incorporated herein by reference, and the mutual performance of this Agreement by Calvert School, the Virtual School agrees:

2.1. To require new families enrolling in the Calvert Curriculum to complete a placement test with Pasco eSchool as part of the enrollment process. The Virtual School reserves the right to waive the placement test for any student at its sole discretion.

(a) The Virtual School will agree to ship said placement tests so as to ensure efficient delivery and evaluation

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by Calvert's Placement Services staff of the placement tests.

2.2. To provide orientation to all families enrolling in Calvert Curriculum in the use of Calvert's comprehensive interactive capabilities and online resources.

2.3. To enroll, when appropriate, children with language based learning disabilities in Calvert's specialized curriculum for children with language-based learning differences (Verticity Learning.).

2.4. To pay for the Course Materials in accordance with Section 3 below; it being agreed that for each Full Time student enrolled in the Calvert Curriculum in each Academic Year, the Virtual School must purchase one (1) set of Calvert Materials. If the Virtual School enrolls Part Time students, Calvert agrees to provide the Virtual School a specific price schedule for partial curriculum on a case by case basis.

2.5. The Virtual School may use Calvert's name and logo to promote its efforts in the Territory. All promotional materials (whether hard copy or electronic) created by the Virtual School must conform to the Graphics & Identity Standards which will be supplied by Calvert and will define font, color and graphic elements to be used. The Calvert identity, as properly expressed, must be at least 40% of the size of the Virtual School logo and conveyed any time the Virtual School represents or distributes information related to Calvert curriculum and/or services in media that includes: catalogues, signage, websites, direct mail, public relations, advertising and other media. Calvert and the Virtual School further agree to jointly develop the language that will be used to promote awareness of the program. Both black & white and color standards will be provided.

2.6. Not to itself, or by, with or through any third party, use any of the Calvert Curriculum or Calvert Materials for the purpose of developing an educational curriculum.

2.7. Provide to Calvert School on an annual basis: (a) the number of the Virtual School's total enrolled students in the Virtual School that sit for the NCLB mandated annual assessment and the total number of students in the Virtual School that do not sit for the assessment; and (b) the aggregate performance (by grade level) of students that sit for the annual assessment who do not enroll in Calvert Curriculum, and the aggregate performance (by grade level) of students that sit for the annual assessment who do enroll in the Calvert Curriculum.

2.8. To assign a staff person whose responsibility it is to provide a single point of contact between the Virtual School and Calvert School.

2.9. To give Calvert notice, not later than April 1st of the academic year that includes the last year of the Term, of its intention not to renew this Agreement for the following Academic Year. Example: if notice is given on January 25th of a year, this Agreement shall terminate at the end of that Academic Year.

3. PRICING AND PAYMENT. The price for Calvert Materials are set forth in **Schedule 1**, attached and incorporated herein, and the fees for Marketing and Enrollment Services are set forth in **Schedule 2**. Such pricing applies for the applicable Academic Year, and may be modified for future Academic Years. Payment for Calvert Materials shall be made in accordance with **Schedule 3**, attached and incorporated herein by reference.

4. CONFIDENTIALITY AND PROPRIETARY INFORMATION. The Virtual School acknowledges that Calvert School programs, courses, assessments, individual lesson plans, pricing and techniques ("Proprietary Information") are proprietary in nature and the confidential and exclusive property of Calvert School. The Virtual School's access to this Proprietary Information is for the limited purpose and use as instructional material and monitoring of Calvert School. Such access shall be revoked and all Proprietary Information returned upon termination of this agreement. The Virtual School has no right, by virtue of this Agreement otherwise, to disclose the content of such Proprietary Information, except upon prior written approval from an officer of Calvert School, nor to use the Proprietary Information for any purpose except as expressly authorized by this agreement. The Calvert Navigator Roadmap will become a student educational record and treated as a Student Record.

5. CONFIDENTIALITY OF STUDENT RECORDS AND INFORMATION. Calvert School agrees to safeguard and maintain the confidentiality of all personal information stored on its learning management system and student information system. In accordance with Florida Statute 817.5681, Calvert School agrees that, in the event of a security breach, Calvert Schools will be responsible for the notification of any persons whose information may have been acquired by an unauthorized party

6. CHILD INTERNET PROTECTION ACT. Calvert Schools warrants that all of the links and activities within its learning management system are in compliance with the Child Internet Protection Act.

7. LESSON MANUAL NOT TRANSFERABLE. The Virtual School acknowledges and agrees that the lesson manuals for Calvert Curriculum are being leased to the Virtual School and not sold, and are not transferable, and except as specifically permitted under this Agreement, the Virtual School will not

reproduce, display, lend, share or otherwise distribute the Calvert lesson manuals. Upon termination of this Agreement, the Virtual School will not use the Calvert Curriculum, and will take all reasonable steps to prevent any third party from using the Calvert Curriculum for any purpose.

8. TERM AND TERMINATION.

8.1. The initial term of this Agreement will begin upon the Virtual School's Board approval, ending June 30, 2013. Thereafter, the Agreement may be renewed at the mutual agreement of the parties for additional one (1)-year terms. Addenda, as mutually agreed by the parties, may be added to the Agreement as required. The initial and all extension periods are referred to herein as the "Term." In addition to any special termination rights in Schedule 1, either party will have just cause to terminate this Agreement upon written notice to the other party if the other party breaches any material obligation under this Agreement, and such party fails to cure the breach to the notifying party's satisfaction within sixty (60) days after such cure is requested in writing.

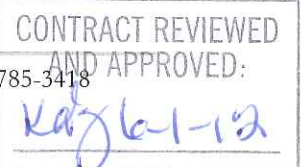
8.2. WAIVER, AMENDMENT, MODIFICATION. Except as otherwise provided herein, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by both parties.

9. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

10. PROPRIETARY NOTICES; LIMITED LICENSE FOR USE OF CALVERT CURRICULUM.

10.1. The Course Materials will bear Calvert's trade name, trademarks, copyright notices and other proprietary rights legends (collectively the "Calvert Proprietary Notices"), which may not be deleted, masked, defaced, or otherwise modified by the Virtual School or any third party unless agreed upon in writing by Calvert School. The Virtual School may not place its logo, trademarks, or other identification information near or in proximity to the Calvert Proprietary Notices, and may not in any way imply that the Virtual School is the owner, contributor, editor or otherwise an author or provider of the Calvert Curriculum or Calvert Materials, except solely to identify the Virtual School as an "authorized" Calvert Partner pursuant to Calvert's use guidelines. All use of Calvert trademarks and service marks, and all advertising related thereto, shall inure solely and exclusively to the benefit of Calvert.

10.2. Calvert School provides to the Virtual School a limited license to use the lessons manual for the Calvert Curriculum as provided for in this Agreement, subject to the restriction contained herein. Upon termination of this Agreement and or the Virtual School Services Agreement, the Virtual School



will immediately cease all use of the Calvert Curriculum, and will take all reasonable steps to prevent any third party from using the Calvert Curriculum for any purpose.

11. NO LICENSE. Except for the limited use license in Section 10.2, this Agreement is not a license of any other copyrights in the Calvert Materials, and the Virtual School shall not make, by any means, whether directly or indirectly, and shall not allow any third party to make, any reproductions of the Calvert Materials or otherwise duplicate, distribute (except as specifically authorized herein), publicly display, publicly perform, retransmit electronically, create derivative works from, or otherwise engage in any act that would be an infringement of the copyrights subsisting in the Calvert Materials, all of which are reserved onto Calvert School.

12. Indemnification: As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification will be governed by the provisions of Section 768.28 (5), Florida Statutes

13. GOVERNING LAW. This Agreement will be governed by and interpreted in accordance with the laws of Florida, U.S.A. without regard to its conflicts of laws provisions.

ENTIRE AGREEMENT. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between the Virtual School and Calvert with respect to its subject matter and supersedes all prior writings or understandings.

IN WITNESS WHEREOF, the Virtual School and Calvert cause this Agreement to be executed by their duly authorized representatives identified below.

Calvert Education Services, LLC:

District School Board of Pasco
County:

Richard Rasmus, CEO
President

Name:
Title:



SCHEDULE 1
Pricing

Calvert Classic
Grades K-8 \$1,980

Verticy Learning
Grades 3-8 \$2,580

Pricing includes:

- All textbooks, workbooks and support materials
- All digital instructional and reference resources
- Professional development for teachers and families
- Connexus learning and student management system
- Student account setup and management
- Enrollment marketing services
- Converted curriculum to the Connexus LMS for grades 3-5
- Auto-grading of objective questions of unit assessments for grades 3-5
- Consolidated student invoicing
- Shipping and handling
- Withdrawal insurance

All fees unless otherwise stated are for the period from July 1st through June 30th of each applicable year (an "Academic Year"). All fees and charges will be invoiced directly to the Virtual School at its address, or at such other address as it may designate, upon shipment of Calvert Materials (or at the times stated in Schedule 3 or 4 if applicable). *No schedule 4 in this document - Not Applicable.*

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Schedule 2
Enrollment and Marketing Services

1. Marketing Plan

Calvert School will develop, plan, and execute an enrollment marketing plan on behalf of the Virtual School. The marketing plan will be designed to generate inquiries from a defined geographic region (as prescribed in the marketing plan), inform potential parents and students, and convert them to enrollees of the Virtual School virtual school program. Marketing services may include:

- Lead acquisition activities
- Web marketing strategies
- Email marketing
- Traditional advertising and promotional activities
- Public relations
- Family event planning and execution
- Social networking
- Grassroots promotional activities
- Conversion activities
- Student retention activities

The marketing plan will be presented by Calvert School for review, comment, and approval by the Virtual School. Virtual School will be responsible for the timely review and approval of the marketing plan and for active participation in the strategies as defined by the plan (for example, attending and presenting information at live family events).

2. Enrollment Center Support Services

All inquiries by prospective families for enrollment into the Calvert Curriculum will be directed to the Calvert Enrollment Center. The enrollment center will:

- Assign the inquiry to a dedicated enrollment counselor
- Provide School Program information to the family
- Provide curriculum and related information to the family
- Verify eligibility for enrollment in the partner's virtual school program



Schedule 3

Payment obligations (no payment plan option)

1. A signed contract and purchase order must be in place for the courses requested by the schools. The purchase order must be accompanied by a signed document by the school/ government official indicating that the signor has the authority to encumber the school for the amount on the order.
2. Generally, payment terms of no down payment and final payment due in net 30 days is provided with proof of credit worthiness. Proof of credit worthiness is defined as:
 - 2.1. Government entity- none needed
 - 2.2. If payment has not been received within 75 days, a finance charge of 0.05% per day (equivalent to 18% per year on a 360 day basis) shall be added to the bill and be payable by the Virtual School.
1. Virtual School shall also pay all costs and expenses of collection of amounts due, including but not limited to all reasonable attorneys' fees incurred by Calvert School in attempting to collect unpaid amounts.

