



# District School Board of Pasco County

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

Heather Fiorentino, Superintendent

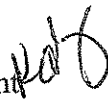
[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
Kendra Goodman, CPPO, CPPB, Purchasing Agent  
813/794-2221 Fax: 813/794-2111  
727/774-2221 TDD: 813/794-2484  
352/524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

September 6, 2011

## MEMORANDUM

**TO:** Honorable School Board Members

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

**RE:** Continuation of Contract for School District Virtual Instruction Program:  
Florida Virtual School Full Time (FLVS-FT)

As you recall, in accordance with Florida Statutes 1002.37 and 1002.415 and Senate Bill 1676, beginning with the 2009-2010 school year, each school district must provide eligible K-12 students with the option of participation in a virtual instruction program. Additionally, House Bill 7197 further requires school districts to provide families with three options for participation in this program. One of the Virtual Instruction Programs the District has offered in the past is the Florida Virtual School Full Time (FLVS-FT): Full-time K-5 program.

At this time, we are respectfully requesting your approval to continue our contract for the 2011-2012 school-year with Florida Virtual School Full Time (FLVS-FT): Full-time K-5 program. The attached contract was reviewed and approved with changes by the Board's attorney from McClain, Alfonzo Meeker & Dunn, P.A. via email correspondence dated June 13, 2011. The changes requested by the Board's attorney were forwarded to Florida Virtual Schools, and time did not allow for getting this contract in the August 16, 2011, Board Meeting. As a result, this contract was sent to the Superintendent for signature prior to the September 6, 2011, Board Meeting so classes and materials would be available to returning students on August 22, 2011. See the attached memo from Ms. Jo Anne Glenn, Assistant Principal for Pasco eSchool, for detailed information regarding this request.

The District is permitted to negotiate for services of this nature under Florida Administrative Code 6A-1.012(11)(a). The program will be funded through FTE earned by students enrolled in grades K-5 by successful completion of coursework or promotion to the next grade level.

KDG/mw  
Attachments



## District School Board of Pasco County

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

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Pasco eSchool  
JoAnne Glenn, Assistant Principal  
813/346-1901 FAX: 813/346-1991  
E-MAIL: [jglenn@pasco.k12.fl.us](mailto:jglenn@pasco.k12.fl.us)

August 16, 2011

To: Kendra Goodman, Purchasing Agent

From: JoAnne Glenn, Assistant Principal for Pasco eSchool

Subject: Contract for School District Virtual Instruction Program (Florida Virtual School Full Time (FLVS-FT))

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 purpose of the program is to make instruction available to students using online and distance learning technology in the nontraditional classroom.

Additionally, House Bill 7197 further requires school districts to provide families with three options for participation in the district virtual instruction program. In order to provide the students with a variety of learning opportunities and meet the requirements of the legislation, the District School Board of Pasco County has chosen to continue to contract with the following providers:

- Florida Virtual School Full Time (FLVS-FT): Full-time K-5 program

The contract will be limited to families who were enrolled in this vendor's program for 2010-2011 and who wish to continue for 2011-2012. No new students will be approved for admission to this program. For students participating in the full-time K-5 program with FLVS-FT the cost to the district per student is \$3,995. The program will be funded through FTE earned by students in K-5 who are promoted to the next grade.

We are respectfully requesting that this contract be recommended to the School Board for approval.

**FLORIDA VIRTUAL SCHOOL PROGRAM PARTICIPATION AGREEMENT**

This agreement ("agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the School Board of \_\_\_\_\_ County, Florida ("District") and Florida Virtual School ("Virtual Instructional Provider" or "Contractor"), and provides as follows:

1. The term of this agreement is for the period July 1, 2011 to June 30, 2012 ("term"), unless cancelled by either side as provided herein.

2. District elects to participate in the following options to meet the Virtual Instructional Program (VIP) requirements for its resident students in accordance with the terms of 1002.45 Florida statutes.

A. X FLVS FT serving Grades K – 5 ( **current or returning students only**)

B. \_\_\_\_\_ FLVS FT serving Grades 6 – 8

C. \_\_\_\_\_ FLVS FT serving Grades 9 – 12

**[Please check and initial program(s) selected.]**

3. District and VIP agree to the terms and conditions contained in Attachments A, B, and C attached hereto and incorporated herein as true and accurate.

4. This agreement shall be effective upon the date upon which it is signed by both the district and the contractor, whichever is later and shall replace any other agreements previously between the Parties as to a virtual school program.

FLORIDA VIRTUAL SCHOOL

THE SCHOOL BOARD OF Pasco  
COUNTY, FLORIDA

By: [Signature]  
Printed name: Holly Bagues  
Title: President and CEO  
Date: 7-19-11

By: \_\_\_\_\_  
Printed name: Joanne Hurley  
Date: \_\_\_\_\_  
Board Chairperson

By: [Signature]  
Printed Name: Heather Fiorentino  
Date: August 19, 2011  
Superintendent of Schools

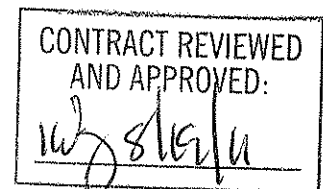
## ATTACHMENT A

### Scope of Work:

The contractor is to operate a K – 12 virtual school to provide a free, full-time 180-day online instructional program to eligible students during the 2011 – 2012 school year. Funding will be based on the regulations established by the Florida Department of Education in accordance with the Florida s. 1002.45. The Virtual School is to provide each student with all necessary instructional materials as defined by the Department and the statute and through guidelines established by the district which may include a computer, a monitor, a printer and access to a reimbursement for Internet services. All students are required to participate in the state assessment program created in Section 1008.22 Florida statutes, and all instructional staff must be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. All curriculum and course content must align to Florida's Sunshine State Standards. The school is to participate in Florida's school accountability system established in Section 1008.31, Florida Statutes. The contractor agrees to establish a student progression plan and other policies to support a virtual program in compliance with applicable Florida Statutes in consultation with the District. As required in s. 1002.45, 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 for each grade level and subject. For districts who select the provision of a full-time virtual instruction program to students in grades 9 through 12, the contractor will report the successful completion of courses to the district and it is the district's responsibility to confirm that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43.

### Role of the District:

1. Assign District VIP students to school number 7001 under the appropriate provider by code and other actions required by Department.
2. Verify the enrolled students are residents of the District.
3. Provide testing locations for all students for the FCAT and to administer any required testing; to provide readiness screening for students entering grade K.
4. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
5. Designate to the Contractor, a District Liaison to act for the District in all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.
6. Report to the state for payment all students served under this Agreement as reported to the District by the Contractor.
7. Pay the Contractor in accordance with Attachment B.
8. Provide information to parents and students about right to participate in district VIP.
9. Provide a diploma for graduating seniors.



**ATTACHMENT B**  
Payment Terms and Conditions

**Cost of Services for the 2011-2012 School Year:**

1. *Annual Student Service Fee (Per funded full-time FTE.)*
  - **\$3,995.00 per student for students enrolled in the District's VIP program supported by FLVS as of June 3, 2011.**
  - **\$4,750.00 per student for all other students.**

*Payment will be prorated for any fractional FTE.  
Includes up to six (6) full credit courses per student plus materials and reclamation of durable and unused goods.*
  
2. *Annual Student Computer Services Fee* **\$655.00 per student**

*(Per funded full-time FTE. Payment will be prorated for any fractional FTE.) Includes desktop computer, scanner/printer, shipping, technical support, and reclamation of hardware*
  
3. *Annual Student ISP Fee* **\$ 99.50 per student**

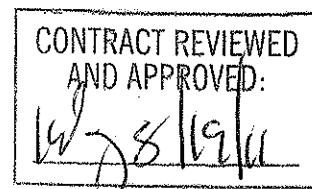
*(Per funded full-time FTE. Payment will be prorated for any fractional FTE.)*
  
4. *Annual Student Intensive Reading Fee* **\$380.00 per student**

*(Payable so long as the student is reported during an enrollment survey period.)*

In the event that legislation is altered or DOE implements differing requirements that require technology services be provided to additional students, the funding agreement will be addressed based on the new requirements.

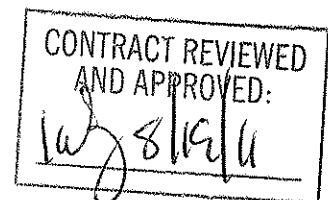
**Invoice/Payment Schedule:**

- February 1, 2012 due on or before February 29, 2012 based on FTE reported in the FTE Survey 2 in October of 2011.
- June 1, 2012 due on or before June 30, 2012 based on FTE reported in the FTE Survey 3 in February of 2012.
- Final reconciliation July 31, 2012
- A final reconciliation will be performed of the Annual Fees based on the funded FTE paid to the District and the amounts paid to the Contractor no later than July 31 of each year, starting in July 31, 2012. In the event that the Annual Student Fees paid to the Contractor exceed the number of FTE's funded to the District for students enrolled under this Agreement, the Contractor shall refund the difference to the District no later than the following September 30.



## Attachment B - Continued

- I. Contractor in delivering the services contracted for shall provide Deliverables in the form of instructional tools and supplies, instructional materials, and computer hardware and software as are necessary to deliver the Project, but will retain ownership of all such Deliverables.
- II. To the best of the Contractor's knowledge, the Contractor further warrants that as to each Deliverable produced pursuant to this Agreement, Contractor's production of the Deliverable and the District's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S. C. Section 106. To the best of the Contractor's knowledge, in furtherance of this provision, the Contractor warrants that:
  - a. As to each work of software or other "information technology" as identified in Section 287.012(15), Florida Statutes, in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverables.
  - b. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.
- III. 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 so long as such change does not materially change the Deliverables as currently defined.
- IV. Contractor will comply with all applicable laws including, but not limited to, those requiring confidentiality of student records.
- V. Contractor has filed for or is the owner of various trademarks and logos. The District will be granted the use of such logos and trademarks in connection with its virtual school offering but shall be limited to those services provided under this Agreement.
- VI. Contractor will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the District, or of the public, which may arise from operations under this Agreement, whether such operations be by Contractor, or by any subcontractor or anyone directly or indirectly employed by any of them.
- VII. In no event will the District, Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of Contractor, its officers, employees, or agents.
- VIII. Method for Conflict Resolution - Any dispute concerning performance of the Agreement shall be decided by the District's designated Agreement manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the District a petition for administrative hearing. The District's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor'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.



- IX. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Pasco County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- X. Termination – This Agreement may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the Agreement 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.
- XI. Debt Responsibility – As required by Florida statute, the Contractor is responsible for all debts for the school district virtual instruction program that arise out of the Contractor’s performance of this Agreement if the agreement is not renewed or is terminated. This does not excuse the District from paying any obligations incurred resulting from its obligations under this Agreement or from the payment of any debts incurred under this Agreement for termination, unless such termination is as provided for in Section X.
- XII. Contractor is required to comply with all requirements of s. 1002.45.
- XIII. Contractor agrees to be bound by and meet 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.

CONTRACT REVIEWED  
AND APPROVED:  
BW 8/19/11

## ATTACHMENT C

### Detailed Curriculum Plan

#### General information

All students enrolled in the FLVS FT VIP program in grades K-8 will participate in their grade-level specific schedule, included in this document. Students in grades 9-12 will participate in a Regular, Honors, or Rigorous Academic Track with classes assigned according to credits needed for graduation in their district. The following represents the detailed curriculum plan for districts in the Virtual Instruction Program (VIP) for 2011-2012. Students performing above or below grade level may receive additional adjustments, subject to district approval as follows:

#### Students performing below grade level K-8

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 are not performing at grade level in math grades 3-8 may receive enhanced course content in math. The course codes will be the same as the standard course codes for these courses but the student's records will identify the course as "Essential." Students who scored a level 1 or 2 on the FCAT Reading test will be placed in an Intensive Reading course in place of Educational Technology and Online Learning and Art. Health and Physical Education may also be waived for these students as necessary.

#### Students performing above grade level K-8

Students who are above grade level may receive enhanced course content in language arts, math, or science in grades 3 through 8. The course codes will be the same as the standard course codes for these subjects in grades 3-5 but the student's records will identify the course as "Advanced or Talented." In grades 6-8, course codes for Advanced content will be used. Students receiving this content will not qualify for any "gifted" designation within their resident district. Students who are well above grade level in math may receive a math course at one or more grade levels above their age-based grades with district approval.

In addition, students may be offered one (and in rare situations, more than one) additional Elective course, with district approval. Electives and further details about courses may be viewed in the FLVS FT Program Guide 2011-2012. Course, and unit descriptions for grades K-8 are available at <http://www.connectionsacademy.com/curriculum/elementary-school/free-online-learning.aspx> and <http://www.connectionsacademy.com/curriculum/middle-school/free-online-learning.aspx> and for high school at <http://www.flvs.net/areas/flvscourses/Pages/Course%20Catalog/CourseListing.aspx#high>.

All courses include detailed assessments to ensure student mastery of Florida requirements. Details about the assessments are available from the Florida Department of Education in the Florida Connections Academy provider application or from Florida Virtual School.

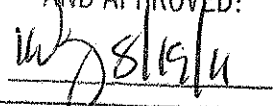
The Contractor represents that to the best of its knowledge, all curriculum provided under this plan complies in all material respects to the Florida Next Generation Sunshine State Standards for each grade level and subject.





Kindergarten	Grade 1	Grade 2
Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education	Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education	Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education

Regular Track	Intensive Track	Talented/Advanced Track
<b>3rd Grade</b>  Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education	Language Arts Intensive Reading PACE Essential Math 3 Science Social Studies Physical Education	Talented Language Arts Talented Literature Study Talented Math 3 Talented Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education
<b>4th Grade</b>  Language Arts Math Science Social Studies with Florida State History Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education	Language Arts Intensive Reading PACE Essential Math 4 Science Social Studies with Florida State History Physical Education	Talented Language Arts Talented Literature Study Math 5 Talented Science Social Studies with Florida State History Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education
<b>5th Grade</b>  Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education	Language Arts Intensive Reading PACE Essential Math 5 Science Social Studies Physical Education	Talented Language Arts Talented Literature Study Math 7 Talented Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education

CONTRACT REVIEWED  
 AND APPROVED:  


<p>6th Grade</p> <p>Language Arts Math Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education</p>	<p>Language Arts Intensive Reading PACE Essential Math 6 Science Social Studies Physical Education</p>	<p>Talented Language Arts Talented Literature Study Algebra Readiness Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education</p>
<p>7th Grade</p> <p>Language Arts Math Science Social Studies Career Education (1/2 year) Art (1/2 year) Physical Education</p>	<p>Language Arts Intensive Reading PACE Essential Math 7 Science Social Studies Physical Education</p>	<p>Talented Language Arts Talented Literature Study Algebra I Honors Science Social Studies Career Education (1/2 year) Art (1/2 year) Physical Education</p>
<p>8th Grade</p> <p>Language Arts Algebra Readiness Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education</p>	<p>Language Arts Intensive Reading PACE Essential Math 8 Pre-Algebra Science Social Studies Physical Education</p>	<p>Talented Language Arts Talented Literature Study Geometry Honors Science Social Studies Educational Technology and Online Learning (1/2 year) Art (1/2 year) Physical Education</p>

Regular Track	Honors Track	Rigorous Academic Track
<p>9th Grade</p> <p>English 1 Algebra 1 World History Earth Space Science Elective (1.0 credit) Elective (1.0 credit)</p>	<p>English 1 Honors Algebra 1 Honors World History Honors Earth Space Science Honors Elective (1.0 credit) Elective (1.0 credit)</p>	<p>English 1 Honors Algebra 1 Honors World History Honors Earth Space Science Honors Elective (1.0 credit) Elective (1.0 credit)</p>

CONTRACT REVIEWED  
AND APPROVED:  
*WJ* 8/19/11

<p>10th Grade</p> <p>English 2          Geometry          Biology          Spanish 1          Elective (1.0 credit)          Elective (1.0 credit)</p>	<p>English 2 Honors          Geometry Honors          Biology Honors          Spanish 1          Elective (1.0 credit)          Elective (1.0 credit)</p>	<p>English 2 Honors          Geometry Honors          Biology Honors          Spanish 1          Elective (1.0 credit)          Elective (1.0 credit)</p>
<p>11th Grade</p> <p>English 3          American History          Algebra 2 or Liberal Arts Math          Chemistry or Marine Science          Spanish 2          Elective (1.0 credit)</p>	<p>English 3 Honors or AP Language          American History Honors          Algebra 2 Honors          Chemistry Honors or Marine Science Honors          Spanish 2          Elective (1.0 credit)          Elective (1.0 credit)</p>	<p>AP Language          AP US History          Algebra 2 Honors          Chemistry Honors or Marine Science Honors          Spanish 2          Elective (1.0 credit)          Elective (1.0 credit)</p>
<p>12th Grade</p> <p>English 4 Honors          Economics/Government          Algebra 2 or Liberal Arts Math or Pre-Calculus          Elective (1.0 credit)          Elective (1.0 credit)          Elective (1.0 credit)</p>	<p>English 4 Honors or AP Literature          Pre-Calculus Honors          Economics Honors and Government Honors          Elective (1.0 credit)          Elective (1.0 credit)          Elective (1.0 credit)</p>	<p>AP Literature          Pre-Calculus Honors          AP Economics and Government          Elective (1.0 credit)          Elective (1.0 credit)          Elective (1.0 credit)</p>

CONTRACT REVIEWED  
 AND APPROVED:  
