



## 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  
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July 31, 2012

### MEMORANDUM

**To:** Honorable School Board Members

**From:** Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG/mw*

**Subject:** One Year Renewal of Master Contract with K12 Florida LLC and  
Permission to Place Purchase Order

As you recall, in accordance with Florida statutes 1002.37 and 1002.415 and Senate Bill 1676, beginning in the 2009-2010 school year, each school district must provide eligible K-12 students with the option of participation in a virtual instruction program.

On July 6, 2010 the Board approved a five-year contract, renewable annually by mutual consent, with K12 Florida LLC. At this time we are requesting the third year renewal of this agreement along with the 2012-2013 Amendment to the original agreement. The attached contract and amendment were reviewed and approved by the Board's attorney from McClain, Alfonso Meeker & Dunn, P.A. via email July 9, 2012. Please see the attached memo from JoAnne Glenn, Assistant Principal for Pasco eSchool, for additional information.

The District is permitted to negotiate for services for 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-12 by successful completion of course work or promotion to the next grade level.

KDG/mw  
Attachments

Date/Time: July 24, 2012 11:01:00



## 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)

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### Pasco eSchool

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July 20, 2012

To: Kendra Goodman, Purchasing Agent

From: JoAnne Glenn, Assistant Principal for Pasco eSchool

Subject: Contract for School District Virtual Instruction Program (K12.com, LLC)

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 students with a variety of learning opportunities and to support our schools as they work to comply with class-size requirement, Pasco eSchool requests approval for a contract to continue offering virtual courses with the following provider:

- K12.com, LLC

The cost, as outlined in the contract by the provider, is determined by the number of student enrollments and by the course selection. Pricing is also contingent upon whether local teachers deliver the course or whether the vendor's teachers instruct students.

The annual cost of the fees paid to this vendor is projected to be \$100,000. The program will be funded through FTE earned by students enrolled in grades K-12 by successful completion of coursework or promotion to the next grade level.



**FLORIDA AMENDMENT TO THE  
ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER**

This Amendment is entered into between Pasco County Schools, 7227 Land O'Lakes Blvd., Land O'Lakes, FL 34638 ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive, Herndon, VA 20171 as of the date on which it bears the authorized signatures of both parties and is intended to amend only the terms and conditions of the Online Educational Products and Services Order ("Order") dated as of July 1, 2012 and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. ~~33~~ July 31, 2012 KDG

1. Florida Virtual Instruction Program Requirements §1002.45.
  - a. K12 shall comply with all statutory requirements of § 1002.45 F. S.
2. K12 represents that to the best of its knowledge, all curriculum provided complies in all material respects to the Florida Next Generation Sunshine State Standards for Each grade level and subject. Course, and unit descriptions for grades K-8 are available at <http://www.k12.com/courses/k-8-courses> and for high school at <http://www.k12.com/courses/high-school-courses> and <http://aventalearning.com/state-standards/florida>

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 K12 Florida LLC provider application.

3. In the event K12 provides products and services to students in grades 9 through 12, as required by § 1003.428, s. §1003.429, or s. §1003.43 K12 shall provide a method for determining that a student has satisfied. K12 provides a percentage grade to the customer and the customer can use these percentage grades within their own system. K12 does not assign letter grades. Schools can make the determination regarding how best to use the information supplied.
4. Method for resolving conflicts among parties:  
**DISPUTE RESOLUTION:** The parties agree that they will use their 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 Executive Vice President of Operations for K12 and the Superintendent of the Customer or their respective designees. The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.
5. Authorized reasons for termination of contract:

**TERMINATION FOR CAUSE:** Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.

**TERMINATION DUE TO ANNUAL FEE INCREASE:** K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

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7.23.12  
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6. As required by Florida statute, K12 shall be responsible for all debts for the customers virtual instruction program that arise out of K12's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for under the clause titled Termination for Cause.
7. The Section labeled "PERIOD" is amended to read: The period of this Agreement is as specified in the Order ("Period").
8. The Section of the Terms labeled **Price and Payment** is revised to read:

**PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth in this Amendment. Invoices shall be submitted to Customer by K12 and full payment of such invoices shall be due by Customer no more than forty five (45) days from the date of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services and licenses. Customer agrees to pay interest at one percent (1%) per month on any unpaid balance from 30 days after the due date in accordance with the Local Governmental Prompt Payment Act, Fla. St. Chapter 218. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice.. K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

9. All other terms, conditions and provisions of the Order and Terms remain in full force and effect.

For K12:

\_\_\_\_\_ (signature)  
 \_\_\_\_\_ (title)  
 \_\_\_\_\_ (date)

For Customer:

\_\_\_\_\_ (signature)  
 \_\_\_\_\_ (title)  
 \_\_\_\_\_ (date)

CONTRACT REVIEWED  
 AND APPROVED:  
 KDG / 7.23.12  
 TWW



**ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER**

This Online Educational Products and Services Order (this "Order"), dated as of July 1, 2012 (the "Order Effective Date"), is between Pasco County Schools, 7227 Land O'Lakes Blvd., Land O'Lakes, FL 34638 ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive, Herndon, VA 20171. This Order incorporates and is in all respects subject to the K12 Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.k12.com/online-educational-products-services-agreement-terms> on the date that this Order bears the signatures of both Customer and K12. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms.

I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

\_\_\_\_\_ (print name) \_\_\_\_\_ (title)

Accepted by K12:

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

\_\_\_\_\_ (print name) \_\_\_\_\_ (title)

**1. Period.** Select one:

Subscription July 1, 2012 through June 30, 2013 and may be renewed annually upon mutual written agreement of the parties.

**2. Territory.** Students served by Pasco County Public Schools, FL.

**3. Description of Educational Products.** Customer will be provided the Educational Products specified in this Order.

K12 Full-time Enrollment Program for Students Taking 4 to 6 courses (Grades K -5).

The full-time K12 program consists of three components: courses, materials and educational tools and services.

Courses:

An enrollment portal into which Customer will enroll its students in the Territory into available K12 courses including Language Arts/English, Math, Science, History, Art, Music, available World Languages and, for grades 9 to 12, electives. Each full-time student concurrently enrolls in four to six courses. Customer is responsible for determining the proper placement of students in appropriate courses. Within two (2) weeks following K12's receipt of a completed account set-up form from Customer, K12 will provide access for Customer to enroll its students.

A Learning Management System (LMS) or "K12 Hosting Services" for the delivery of K12 courses and access to a synchronous collaboration tool and system generated reports on academic performance, attendance and progress.

Materials:

Instructional text or e-books, supplies and teaching tools (collectively, "Materials") for K-8 students. Materials for Customer's teachers and High School students are ordered separately. K12 will reclaim durable Materials by informing Customer and/or its

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students which Materials need to be returned and providing pre-paid return shipping labels. K12 Materials are intended solely for the use of the teachers and the students enrolled in K12 courses to whom K12 provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide K12 with reasonable assistance in obtaining durable Materials from students and their parents.

Educational Tools and Services:

Program launch and operational support, an online parent/mentor information session, learning management and technical support on K12 products and services. Supervision and implementation of year-end system rollovers.

Supplemental tests and study assistance, diagnostic tests, K12's Strategies for Success, access to an online community, an orientation course package, a teacher hotline and support website, access to a counseling system for high school students, a school messenger telephony service with automated alerts and a tool to assist identification of plagiarism.

Aventa Original Credit and Credit Recovery Courses (Grades 6 -12)

The available Aventa licensed online educational courseware. Aventa may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. All materials, assessments, and teacher guides provided directly by Aventa are included.

Full-time Program with students taking 4 to 6 courses

Courses-only for students taking 1 to 3 courses (not eligible for recruitment or administrator professional development)

Powerspeak Course Sales (Grades K to 8)

Middlebury Interactive Languages ("MIL") provides access to an entire online learning management system and enrollment portal into which MIL will enroll Customer's students into the appropriate, requested MIL courses. Customer is responsible for placement of students in appropriate courses.

**4. Description of Services.** Customer will be provided the following Services under this Order:

Instructional Services: Customer will be provided qualified teachers, licensed as required by applicable state law, for instruction to enrolled students for selected courses.

Aventa Hosting Solution:

The set-up, configuration and hosting of the applicable courseware for the delivery of Aventa courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.

Professional Development:

K12 New Teacher Induction : Choice of two online courses (one for teachers of grades K to 8, the other for teachers of grades 9 to 12). Each course is approximately 40 to 50 hours in length with additional sessions held throughout the year. Designed to equip new teachers with the skills they need to begin teaching in the K12 model. (Required if Customer is using its own teachers).

Aventa Online Mentor Training: required for Customer's Purchasing Aventa Credit Recovery

Middlebury Professional Development – with School's World Language Teachers [Required when Customer utilizes own teachers]

**5. Description of Other Related Products**





## RESERVED

6. **Fees.** For the Services and/or Products provided under this Order, Customer shall pay to K12 and/or its Affiliates the following Fees:

K12 Full-time Enrollment Program for Students Taking 4 to 6 courses (Grades K-5).

Costs set forth below for each Student are "not-to-exceed" figures. The components of the program will be billed separately to allow for materials returns, prorating fees for student withdrawal and for student consumption of fewer than 6 full year or 12 semester courses. The roll-up of the component level billing will "not exceed" the student level fees listed below.

K12 will invoice Customer for the components of the program as follows: K12 will invoice Customer as follows: (a) courses and educational tools and services will be billed equally over ten months; (b) materials will be invoiced upon shipment

Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdrawals occurring after 30 days. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

*For K-5 Program, including instruction from K12 teachers  
\$3,995.00 per student per year*

*\*Customer shall not be responsible for payments for enrolled students in such courses who withdraw from the program or are non-completers.*

*\*K12 will prepare any attendance, communication logs, usage logs, and student teacher communication reports required by a FLDOE audit at no charge to the customer.*

Aventa Subscription License (Per Enrollment):

Aventa provides a 28-day grace period for students who enroll. If a student withdraws within 28 days from when the student enrolls, Aventa will refund 100% of the course fees but only if this withdrawal was received in writing by Aventa by fax or email before the grace period ended. Enrollments under the subscription license model will be invoiced on a monthly basis.

*AP Online Courses      \$329.00 / Semester Course (Includes Course, Aventa Hosting Solution, and Instruction)  
Online Courses        \$299.00 / Semester Course (Includes Course, Aventa Hosting Solution and Instruction)  
Online Courses        \$50.00 / Semester Course (Includes Course and Aventa Hosting Solution)*

Aventa AP Materials Fees<sup>1</sup> (Required for certain courses)

Billed at upon shipment Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdrawals occurring after 30 days.

- Advanced Placement Biology materials  
\$328.00 per Student per course
- Advanced Placement Chemistry materials  
\$339.00 per Student per course
- Advanced Placement Environmental Science materials  
\$302.00 per Student per course

<sup>1</sup> Customer is only charged fee if applicable course is selected



Advanced Placement Physics B materials  
\$289.00 per Student per course

Powerspeak Per Seat Pricing:

Fees will not be charged for a student who withdraws within the first thirty (30) days after enrollment. No other refunds, credits or cancellations are allowed. Fees that include MIL teachers are for the provision of certified language teachers who will assist in monitoring student progress, grading assignments, and communicating with students and parents through periodic emails during weekdays.

**Without MIL Teachers:**

\$105.00 per student per Elementary School course per semester without MIL teachers

\$115.00 per student per Middle School course per semester without MIL teachers

**With MIL Teachers:**

\$230.00 per student per Elementary School course per semester with MIL teachers

\$240.00 per student per Middle School course per semester with MIL teachers

Professional Development

K12 Teacher Training

New Teacher Induction (online)

Billed at setup. No refunds, credits or cancellations are allowed.

\$550.00 per teacher for \_\_\_ teachers

Aventa Training

Complimentary Online Mentor Training: 2 Hour Virtual Session (required for Customer's Purchasing Aventa Credit Recovery)

\$0 per two hour session

Powerspeak Professional Development – with School's World Language Teachers [required when Customer utilizes own teachers]

Designed to equip teachers with the skills they need to begin teaching in the MIL model. Training by webinar or onsite focusing on methodology, learning management system (LMS) features and functionality; best practices in World Language teaching and technology integration; and periodic in service sessions via webinar. Billed at setup. No refunds, credits or cancellations are allowed.

\$1,400 Virtual School Basic

MIL Administrative and Student Account Support – Included

Technical Support: MIL provides Help Desk support Monday through Friday from 7:00 AM until 7:00 PM MT **at no additional charge.**

Program Management Reports: MIL generates and sends weekly reports to school administrators to facilitate program monitoring and success. Reports include Enrollment by Language, Enrollment by Classroom, Dropped, and School Detail. The School Detail Report allows administrators and/or program coordinators to monitor student progress by viewing key performance indicators like grade-to-date, last login, past due assignments, current assignment completed, non-progressing status (<65%), etc. **at no additional charge.**





**Web Integration:** \$5,000.00, billed upfront, one-time Fee for Learning Management System (LMS) web integration services.

MIL will link to Customer's LMS via a web service consisting of the following: i) automatic batch enrollment allowing Customer to enroll Students via its LMS [the web service automatically populates course and Student records in the MIL LMS]; ii) Single-sign on to permit Students to log into Customer's LMS and be automatically directed to the MIL user interface, bypassing MIL's LMS login page; and iii) grade data transfer from MIL's LMS to Customer's LMS grade book. Teachers, whether MIL or Customer-supplied, will do their grading in MIL's LMS.

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