



# 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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June 7, 2011

## MEMORANDUM

**TO:** Honorable School Board Members

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

**SUBJECT:** Negotiated Contract for Virtual Instruction Program  
Calvert Partners, Inc.

On April 19, 2011, official action (attached) was taken to permit negotiation with Calvert Partners regarding virtual instruction services for K-5 students.

The final negotiated contract is attached for your review and approval. It has been reviewed and approved by Ms. Nancy Alfonso, Board Attorney, and Ms. Ruth Reilly, Assistant Superintendent for Curriculum and Instructional Services. Please also see the attached detailed memo from Ms. JoAnne Glenn, Assistant Principal for Pasco eSchool. The initial term of the contract will begin upon Board approval, ending on June 30, 2012. Thereafter, the contract may be renewed annually at the mutual agreement of the parties. The first-year cost for this contract is estimated to be \$115,000, 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.

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/az  
Attachments



## 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](mailto:jglenn@pasco.k12.fl.us)

June 7, 2011

To: Kendra Goodman, Purchasing Agent

From: JoAnne Glenn, Assistant Principal for Pasco eSchool

Subject: Contract for School District Virtual Instruction Program (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 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 with the following provider:

- Calvert Partners, Inc.

The cost, as outlined in the contract by the provider is determined by the student grade level:

Kindergarten: \$1384 per student  
Grades 1, 2: \$1683 per student  
Grades 3-5: \$ 1689 per student

The annual cost of the fees paid to this vendor is projected to be \$115,000. The program 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.

This contract has been reviewed and approved by Ms. Ruth Reilly, Assistant Superintendent for Curriculum and Instructional Services.



CALVERT®  
PARTNERS

## Calvert Partners Agreement

THIS AGREEMENT is made effective as of June 7, 2011, between Pasco County School District (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 Pasco County, 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 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).



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").

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 incorporate for its students enrolling in Calvert Curriculum the Advisory Teaching Service (ATS).

2.2. To recommend to its students enrolling in the Calvert Curriculum to submit a placement test 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



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

2.3. To provide orientation to its students enrolling in Calvert Curriculum in the use of Calvert's comprehensive interactive capabilities and online resources.

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

2.5. To pay for the Course Materials in accordance with Section 2.11 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 for partial curriculum on a case by case basis.

2.6. 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.

2.7. 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.

2.8. 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 (participation rate); and (b) the aggregate performance (by grade level) of students enrolled in the Virtual School that sit for the annual assessment but were not enrolled in Calvert Curriculum, and the aggregate performance (by grade level) of students enrolled in the Virtual School that sit for the annual assessment but were not enrolled in the Calvert Curriculum.

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AND APPROVED:

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2.9. To staff Recruitment and Community Education for the planning, execution and communications of enrollment outreach activities supported by the tools provided by Calvert School.

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

2.11. To give Calvert notice, not later than April 1<sup>st</sup> 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 25<sup>th</sup> 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 at renewal 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, 2012. 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.

CONTRACT REVIEWED  
AND APPROVED:

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May 5/13/11

11. NO LICENSE. 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. The Virtual School may make Calvert Materials available to district staff members for purposes of instructional review.

12. WARRANTY. Both parties warrant that their execution and performance of this Agreement will not violate the contractual rights or other obligations to any third party. Each party agrees to indemnify, defend and hold harmless the other party from any and all liabilities, claims, causes of action, suits, damages and expenses, including reasonable attorneys' fees and expenses.

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 law's provisions.

14. 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:

Pasco County Public Schools:

\_\_\_\_\_  
Richard Rasmus, CEO  
President

\_\_\_\_\_  
Joanne Hurley  
Title: Board Chair

CONTRACT REVIEWED  
AND APPROVED:  
\_\_\_\_\_

**SCHEDULE 1**  
**Pricing**



**CALVERT  
PARTNERS**

2011-2012 PROPOSAL PRICING

|                             | PK  | K            | 1     | 2            | 3       | 4           | 5       | 6         | 7       | 8       |         |
|-----------------------------|---|--------------|-------|--------------|---------|-------------|---------|-----------|---------|---------|---------|
| <b>COMPLETE CURRICULUMS</b> | Complete Calvert Curriculum with ATS <sup>1</sup> | —            | \$984 | \$1,224      | \$1,224 | \$1,289     | \$1,289 | \$1,289   | \$1,519 | \$1,519 | \$1,519 |
|                             | Complete Verticy Curriculum with ATS <sup>1</sup> | —            | —     | —            | —       | \$1,980     | \$1,980 | \$1,980   | \$2,230 | \$2,230 | \$2,230 |
| <b>SUPPLEMENTAL</b>         | Supplemental Verticy Math <sup>2</sup>            | —            | —     | —            | —       | \$203       | \$203   | \$203     | \$203   | \$203   | \$203   |
|                             | Supplemental Verticy Reading <sup>2,3</sup>       | ORANGE LEVEL |       | YELLOW LEVEL |         | GREEN LEVEL |         | RED LEVEL |         |         |         |
|                             |   | \$730        |       | \$730        |         | \$730       |         | \$820     |         |         |         |
|                             | Supplemental Phonics/Spelling <sup>3</sup>        | \$495        |       | \$495        |         | \$495       |         | \$560     |         |         |         |
|                             | Supplemental Grammar/Composition <sup>3</sup>     | \$285        |       | \$285        |         | \$285       |         | \$320     |         |         |         |
| <b>FEES</b>                 | Supervising Teacher Services (STS) <sup>4</sup>   | —            | —     | \$114        | \$114   | \$114       | \$114   | \$114     | \$114   | \$114   | \$114   |
|                             | Educational Support & Resources <sup>5</sup>      | \$28         | \$59  | —            | —       | —           | —       | —         | —       | —       | —       |
|                             | Enrollment Marketing Services                     | \$400        | \$400 | \$400        | \$400   | \$400       | \$400   | \$400     | \$400   | \$400   | \$400   |

(1) Complete Calvert and Verticy Curriculums Include: Placement, textbooks, workbooks, online resources, daily lesson plans, online answer keys, and assessments.

(2) Supplemental Verticy Reading: Appropriate levels are determined by Calvert placement evaluation. Includes one level of Phonics/Spelling and one level of Grammar/Composition.

(3) ~~ATS available~~ *deleted K&O*

(4) STS Fee Includes: Online gradebook, attendance and progress tracking, Professional Development, student recruitment support, shipping, and student accounts.

(5) Education Support & Resources Fee Includes: Registration and shipping of materials in grades for which the STS fee does not apply.

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).

CONTRACT REVIEWED  
AND APPROVED:  
*Kelly 5/13/11*

## 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 shall include but not be limited to:

- 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 on or before February 1<sup>st</sup>. 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
- Distribute and collect information for school enrollment (the approved enrollment packet), and direct families to complete the enrollment process with the Virtual School office.
- Coordinate the execution of the necessary placement testing
- Deliver to the school admissions coordinator the completed enrollment packets, placement testing results and placement recommendation for enrollment approval.

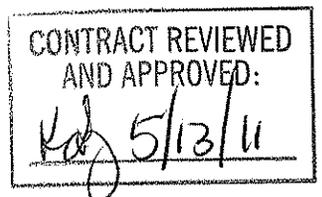
**Fees:** \$400 per student per academic year



### 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 Virtual School's Board approval of the contract constitutes authorization for placement of purchase orders. Pay terms of the Virtual School are normally 30 days after receipt of invoice; invoices will be paid per F.S. 218.73, Timely Payment for Non-Construction Services.





# District School Board of Pasco County

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April 19, 2011

## MEMORANDUM

**TO:** Honorable School Board Members

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

**SUBJECT:** Permission to Negotiate: Calvert Partners Inc. for Virtual Instruction Program

In accordance with Florida Statute 1002.415 and 1002.37, and Senate Bill 1676, beginning with the 2009-2010 school year each school district shall provide eligible K-12 students the option of participating in a virtual instruction program.

We are requesting Board permission to negotiate with Calvert Partners Inc. for services for K-5 students. Please see the attached memo from Ms. JoAnne Glenn, Assistant Principal for Pasco eSchool, for detailed information regarding the advantages this contract would bring to the District.

The District is permitted to negotiate for services of this nature under Florida Administrative Code 6A-1.012(11)(a). The costs associated with the final 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. A final negotiated contract will be brought to the Board for approval at a future date.

Please feel free to contact JoAnne Glenn or me if you have any questions or concerns regarding this request.

KDG/az  
Attachment

**District School Board  
of Pasco County**

**APR 19 2011**

**Board Approved**