

# **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

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/ 794-2221 727/ 774-2221 Fax: 813/ 794-2111 TDD: 813/ 794-2484

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e-mail: kgoodman@pasco.k12.fl.us

December 21, 2010

#### **MEMORANDUM**

TO:

Honorable School Board Members

FROM:

Kendra Goodman, CPPO, CPPB, Purchasing Agent

RE:

Contract Amendment for School District Virtual Instruction Program

K12 Florida, LLC

The above-referenced contract amendment for School District Virtual Instruction Program with K12 Florida, LLC is being forwarded for your approval. The original contract was board approved on July 6, 2010. Please reference the attached board approved memo dated July 6, 2010. Due to the nature of the changes on this amendment, it is being forwarded for your consideration and approval.

Should you have any questions regarding this matter, please contact JoAnne Glenn, Assistant Principal for Pasco eSchool or me at your earliest convenience.

KDG/dam

Attachments

Date/Time: December 15, 2010 09:39:00



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July 6, 2010

# **MEMORANDUM**

TO:

Honorable School Board Members

FROM:

Kendra Goodman, CPPO, CPPB, Purchasing Agen

RE:

Contracts for School District Virtual Instruction Program:

Florida Virtual School (FLVS Franchise)

Florida Virtual School (FLVS FT)

K12 Florida, LLC

During the June 15, 2010 Board meeting, the Virtual Instruction Program contracts were tabled for further discussion. Ms. Ruth Reilly, Assistant Superintendent for Curriculum and Instructional Services and JoAnne Glenn, Assistant Principal for Pasco eSchool have since met with Board members to answer questions that resulted in the contracts being "tabled."

As you recall, in accordance with Florida Statutes 1002.37 and 1002.415 beginning with the 2009-2010 school year, each school district must provide eligible K-12 students with the option of participating in a virtual instruction program. Please reference the attached memo from Ms. JoAnne Glenn, Assistant Principal for Pasco eSchool for detailed information.

The attached contracts, which require Board approval are for kindergarten through twelfth grade level coverage for this mandated program. The agreements will cover the period of July 7, 2010 through June 30, 2011.

At this time, we respectfully request your approval to enter into these agreements with the above-referenced facilities. The contracts have been reviewed and approved by the Board's attorneys from McClain, Alfonso, Meeker & Dunn, P.A. Per Florida Administrative Code Rule 6A-1.012(11)(a) the District is exempt from bidding these services.

Therefore at this time, the contracts are being presented at this meeting for The Board's consideration and approval. Should you have any questions or concerns regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

District School Board of Passo County

KDG/lr Attachments

JUL 06 **2010** 

Board Approved



## K12 Virtual School Program Curriculum and Materials Agreement Contract Amendment No. 1 for SY 2010-2011

This Amendment is entered into by and between <u>K12 Florida LLC</u> ("K12") and by <u>Pasco County Schools</u>, 7227 Land O'Lakes Blvd, Land O' Lake, FL 34638 ("Customer") as of the date on which it bears the authorized signatures of both parties ("Effective Date") and is intended to amend certain terms and conditions of the K12 Virtual School Program Curriculum and Materials Agreement ("Original Agreement"), entered into by the parties on June 25, 2010.

- 1. An <u>Attachment B</u> ("Order Form") is added to the Original Agreement for purposes of providing Customer with a non-exclusive, non-transferable license to access certain Powerspeak ® foreign language courses as provided through K12. In adding Attachment B, the parties agree that neither the Order Form approved by Customer on June 4, 2010 and attached to the Original Agreement nor the first four sentences of the paragraph denoted as "PRICE AND PAYMENT" of the Original Agreement are applicable in regard to the courses ordered hereunder as set forth and described in Attachment B. In the case of a conflict between Attachment B and the Original Agreement, as amended, the terms of this Amendment No. 1 and Attachment B shall control.
- 2. For purposes of the Agreement in connection with this <u>Attachment B</u>, the term for the Order Form for the foreign language courses as set forth therein shall end on June 30, 2011.
- 3. All other terms and conditions of the Original Agreement, as amended, remain in full force and effect, and unless otherwise indicated, this Amendment including <u>Attachment B</u> ("Order Form") is subject to the terms and condition of said Original Agreement.

M ( A

Title: Str Organ 1/0-2

Date: /2/10/17

For: K/12/Florida

For: Pasco County Schools

tle: A 551

Date: |2|10/10

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CONTRACT REVIEWED AND APPROVED:

#### **ATTACHMENT B**

### **ORDER FORM-Pasco County Schools**

**COURSE SALES** 

(initial) Course Sales

Customer shall be provided with access to a proprietary online learning management system and enrollment portal into which K12 will be responsible for enrolling Customer's Students into the appropriate, requested foreign language courses. Customer is responsible for placement of Students in appropriate courses.

Fees will not be charged for a Student who withdraws within the first thirty (30) days after enrollment. There is a separate option as Indicted below to engage certified teachers through K12 who will assist in monitoring Student progress, grade assignments, communicate with Students and with parents through periodic emails during Mondays-Fridays.

\$115.00 per Student per Elementary/Middle School course per semester during the SY 2010-2011 portion of the Term without teachers for the Course provided through K12

\$240.00 per Student per Elementary/Middle School course per semester during the SY 2010-2011 portion of the Term with teachers for the Course provided through K12

PAYMENT: Above fees will be billed upon receipt of enrollments, with net-30 day terms.

(initial) Professional Development Teacher Training [required when Customer utilizes own teachers]

Designed to equip teachers with the skills they need to begin teaching the foreign language course. Initial training by webinar on methodology, learning management systems (LMS) features and functionality; and monthly-in service sessions via webinar. Billed at setup. No refunds, credits or cancellations are allowed.

\_\$450 per Customer teacher

#### Administrative and Student Account Support

-Customer shall be provided with Help Desk support Monday through Friday from 7:00 AM until 7:00 PM (MT) at no additional charge

-Customer shall be provided with weekly reports to the Customer's designated administrator, for each Student: last log-in date; grade to date; and status on Student's completion of his/her final examination at no additional charge.

Page 2 & 2

CONTRACT REVIEWED AND APPROVED: