



# 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 21, 2011

## MEMORANDUM

**TO:** Honorable School Board Members

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

**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 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.

On April 19, 2011 the Board granted permission to negotiate a one-year renewal with K12 LLC Florida for services for students in grades 6-12. At this time, we are requesting approval to renew the original Master Contract approved by the Board on June 6, 2010 and issue a Purchase Order to K12 Florida LLC to assist the District in complying with this Statute. The attached contract was reviewed and approved by the Board's attorney from McClain, Alfonzo Meeker & Dunn, P.A. via email correspondence dated June 8, 2011. Please 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-12 by successful completion of coursework or promotion to the next grade level.

KDG/mw

Date/Time: June 14, 2011 @ 08:45:00

District Wide Accreditation • Southern Association of Colleges and Schools



## 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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June 21, 2011

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.

**AMENDMENT TO**  
**K12 VIRTUAL SCHOOL PROGRAM CURRICULUM AND MATERIALS AGREEMENT**  
**BETWEEN**  
**PASCO COUNTY SCHOOLS**  
**AND**  
**K12 FLORIDA LLC**

This Amendment (this "Amendment"), dated as of May 11, 2011 (the "Amendment Effective Date"), is between the Pasco County Schools ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive, Herndon, VA 20171.

A. This Amendment incorporates and is subject to the K12 Virtual School Program Curriculum and Materials Agreement which is and has been entered into and effective between Customer and K12 as of June 25, 2010 (the "Terms").

B. The Section of the Terms labeled Term is revised to read:

**TERM:** The term of this Agreement is from July 1, 2011 to June 30, 2012. This Agreement will renew annually for additional periods of one (1) year upon mutual agreement in writing unless either the Customer or K12 provides written notice of non-renewal to the other no later than sixty (60) days prior to the end of the then-current one-year term.

C. Solely for the Products and services set forth in this Amendment, the following provisions of the Terms are revised as set forth in this Amendment. All other terms, conditions and provisions of the Terms remain in full force and effect.

D. The Section of the Terms labeled Description of Services is revised to read:

**DESCRIPTION OF SERVICES:** Customer will be provided with those products and services, including where applicable a limited, non-exclusive, non-transferable license, without sublicense rights, for access to the Aventa online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period and Renewal Period (if any) as set forth below in this Amendment.

E. 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 or its Affiliates and full payment of such invoices shall be due by Customer no more than thirty (30) 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 and one quarter percent (1.25%) per month on any unpaid balance from the due date. 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

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*K12* 6/9/11

its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. K12 reserves the right to change the prices set forth in this Amendment no more often than once per year to be effective on July 1, provided, however, that K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to July 1. Customer may, in its sole discretion, terminate the Amendment within thirty (30) days after such notice. Such termination will be effective as of June 30.

F. The following Section is added to this Amendment:

**TERMINATION:** Either party may terminate this Amendment 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 Amendment 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. Termination of this Amendment 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.

G. The following Section is added to this Amendment:

**AUDIT RIGHTS.** This paragraph shall only be applicable if the Aventa Non-Hosting Solution is applicable as indicated below. Customer shall maintain books and records in connection with its use of the Aventa courses for the Period of this Amendment and for at least three (3) years after the date this Amendment terminates or expires. K12 or its representatives may audit the relevant books and records of Customer during the Period of this Amendment, and for three (3) years after the expiration of this Amendment to ensure compliance with this Amendment. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to K12, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to K12 for any given audit period, then Customer shall, in addition, reimburse to K12 the reasonable costs of conducting the audit. In connection with the license grants to Customer, (i) K12 may monitor actual usage of the courses and (ii) at periodic intervals designated by K12 in accordance with its then current practices, may request that Customer deliver to K12 in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise explicitly set forth in this Amendment, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

H. The Section of the Terms labeled Florida School District Virtual Instruction Program requirements is hereby deleted.

I. Customer will be provided the following Products and Services during the Period for the Territory, all as indicated below:

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1. **Period.** Select one:

- Subscription for the Period from July 1, 2011 through June 30, 2012 and any renewal term.

2. **Territory.** Students served by Pasco County Schools.

3. **Description of Educational Products.** Customer will be provided the Educational Products specified herein.

- Aventa Original Credit and Credit Recovery Courses.*

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.

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.

- Aventa Teacher Training

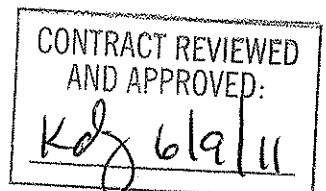
*Online Teacher Training: Teacher Training, 2 Hour Virtual Session*

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

In-Person Training: 1 day onsite

5. **Description of Other Related Products**

- Hardware: Customer is provided, for each student requested by Customer, a computer, monitor, printer and software appropriate for access to the K12-provided student courses and curriculum. Upon the earlier of student withdrawal or termination of the Agreement, K12 will provide families with pre-paid shipping labels to return computers, monitors,*



printers and software, and families shall be responsible for returning same. Customer is not responsible for a family's failure to return hardware or software.

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

**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 / Course Seat (Includes course, Aventa Hosting Solution, and Instruction)  
AP Online Courses      \$299.00 / Course Seat (Includes course, and Aventa Hosting Solution and Instructions)  
Online Courses          \$50.00 / Course Seat (Includes course and Aventa Hosting Solution)

**Aventa Credit Recovery Online Courses:**

\$2,000 per Block of 10 Reusable Annual User Seats. "Reusable Annual User Seat" means a Student enrolled in an Online Credit Recovery Course (0.5 credit). Once a student is dropped or has completed the course, that seat is then available for another student. Customer may at its option purchase Blocks by submitting a purchase order to K12 indicating the number of Blocks purchased. The parties agree that no terms or conditions set forth in the purchase order shall be binding on K12 other than the number of Blocks ordered. The term shall be one year from the date of the purchase order. Customer will be invoiced upon receipt of an order for credit recovery blocks. Aventa does not provide refunds with the Credit recovery program. By its very nature if a student drops from a course the concurrent user seat is then open for a new enrollment.

**Aventa Teacher Training**

Online Mentor Training: required for Customer's Purchasing Aventa Original Credit & Credit Recovery courses  
\$0.00 per hour

In-Person Training:  
Billed at setup. No refunds, credits or cancellations are allowed.  
\$2,500 per day

In-Person Program Training

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Kelly 6/9/14

Customer is responsible for providing the facility and for travel, hotel and other reasonable expenses for the trainer. Billed at setup. No refunds, credits or cancellations are allowed.

\$3,500.00 per day for \_\_\_ staff

*Online Program Training*

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

\$250.00 per hour

*Hardware:*

Thirty percent (30%) billed at student enrollment, with the remainder billed in equal installments over ten (10) months. These annual costs are credited or refunded, as appropriate, for cancellations only if the hardware has not yet shipped. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from all courses. No other refunds, credits or cancellations are allowed.

\$525.00 per student – desktop computers

\$725.00 per student – laptop computers

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.

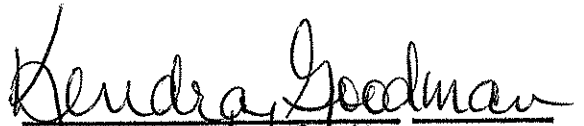
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Accepted by K12:

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

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



Signature 6/9/11 Date  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County