



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

## Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2112

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May 7, 2013

## MEMORANDUM

**TO:** Honorable School Board Members

**FROM:** Michael J. Woodall, CPPO, Purchasing Agent 

**SUBJECT:** Florida Virtual School (Franchise)

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 participating in a virtual instruction program. Please reference the attached memo from Ms. JoAnne Glenn, Principal for Pasco eSchool, for additional information.

At this time, we are requesting the Board approve the attached contract between the District and The Florida Virtual School - FLVS

The cost for this service is determined by the number of student enrollments and by the course selection. Most courses carry a fee of \$50 per student, per semester. The annual cost of the fees paid to this vendor is projected to be \$1,250,000. The program will be funded through FTE earned by students enrolled and successful credit completion.

The contract has been reviewed and approved by the Board's attorneys from McClain, Alfonso, Meeker & Dunn, P.A., and by Purchasing. Per Florida Administrative Code Rule 6A-1.012(11)(a) the District is exempt from bidding these services. Should you have any questions or concerns, please contact Ms. JoAnne Glenn, Principal for Pasco eSchool, or me at your earliest convenience.

Attachments

Date/Time: May 1, 2013 08:56:00



## 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)

Pasco eSchool  
JoAnne Glenn, Principal  
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E-MAIL: [jglenn@pasco.k12.fl.us](mailto:jglenn@pasco.k12.fl.us)

April 22, 2013

To: Michael Woodall, Purchasing Agent

From: JoAnne Glenn, Principal for Pasco eSchool

Subject: Contract for School District Virtual Instruction Program (Florida Virtual School/FLVS Franchise)

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:

- The Florida Virtual School - FLVS

The cost, as outlined in the contract by the provider, is determined by the number of student enrollments and by the course selection. Generally, most courses carry a fee of \$50 per student, per semester.

The annual cost of the fees paid to this vendor is projected to be \$1,250,000. The program will be funded through FTE earned by students enrolled in grades 6-12 by successful credit completion per half credit.

FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA  
SCHOOL DISTRICT

THIS FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metro Center Boulevard, Orlando, Florida, 32835 and Pasco County, (hereinafter referred to as "Customer"), having its principal place of business at 2323 Little Rd. New Port Richey, FL 34655, provides as follows:

WHEREAS, the State of Florida established FLVS for among other reasons, the purpose of developing and delivering distance learning education to the K-12 students of the State of Florida, and

WHEREAS, Customer is a public school district within the State of Florida desirous of utilizing the products and/or services of FLVS, and

WHEREAS, Florida Statute 1002.37(5)(i) authorizes FLVS to enter into franchise agreements with Florida school districts,

NOW THEREFORE, for and in consideration of the mutual promises hereinafter exchanged and received by the parties, FLVS and Customer agree as follows:

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained on the FLVS web site - [www.flvs.net](http://www.flvs.net) - section for the State of Florida School District Franchise Agreement.

2. Customer hereby agrees to accept said franchise for the academic school year July 1, 2013 through June 30, 2014. In accepting the franchise agreement Customer does hereby agree to be bound by and comply with all terms and conditions contained herein and contained on the FLVS web site - <http://flvs.net/educators/Documents/2012->

2013%20FLVS%20Franchise%20Agreement.pdf- section for the State of Florida School District Franchise Agreement. All terms and conditions contained in the FLVS web site-www.FLVS.net –section State of Florida School District Franchise are hereby incorporated herein by reference as true and correct and binding on the parties.

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (90-plus days) accounts will be subjected to a 10 percent late fee and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

4. The term shall be effective on the effective date for a period of one (1) year and shall terminate in accordance with this article.

Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

5. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

FLORIDA VIRTUAL SCHOOL

LICENSEE

Julie E. Young  
Signature

\_\_\_\_\_  
Signature

Julie E. Young  
Name

\_\_\_\_\_  
Name

President and CEO  
Title

\_\_\_\_\_  
Title

4/16/2013  
Date

\_\_\_\_\_  
Date