



# 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: 813/794-2111


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

352/524-2221 email: mwoodall@pasco.k12.fl.us

June 4, 2013

## MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent 

RE: Contract Renewal and Request to Negotiate Contract  
K-12, LLC  
Aventa Learning (a Subsidiary)  
Middlebury Interactive Languages (a Subsidiary)

The attached contract renewal between K-12, LLC and Pasco eSchool is being forwarded to the Board for approval. 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 instructional program.

On July 6, 2010, the Board approved a five-year contract, renewable annually by mutual consent, with K12, LLC. At this time we are requesting renewal of this agreement along with the 2013-2014 Amendment to the original agreement to include the subsidiary companies, Aventa Learning and Middlebury Interactive Languages. The attached contract and amendment were reviewed and approved by Ms. Nancy Alfonso, the Board's attorney, on May 14, 2013. Please see the attached memos from Ms. JoAnne Glenn, Principal for Pasco eSchool, for additional information.

The District is permitted to negotiate for services of this nature under Florida Administrative code 6A-1.012(11)(b). 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.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

MJW/plh

Attachments

Date/Time: May 29, 2013 08:52:00



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

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

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Pasco eSchool  
JoAnne Glenn, Principal  
813/ 346-1901 FAX: 813/ 346-1991  
E-MAIL: [jglenn@pasco.k12.fl.us](mailto:jglenn@pasco.k12.fl.us)

May 14, 2013

To: Michael Woodall, Purchasing Agent

From: JoAnne Glenn, Principal for Pasco eSchool

Subject: Contract Renewal (K12, LLC)

Subject: Request for Permission to Negotiate (K12, 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 elementary students enrolled in Pasco eSchool with a variety of learning opportunities and to bring the curriculum and operation of the program into closer alignment with our traditional schools, Pasco eSchool requests renew its contract with the following provider:

- K12, LLC
- Aventa Learning (a subsidiary)
- Middlebury Interactive Languages (a subsidiary)

Our relationship with K12, Inc. offers the District an opportunity to use digital curriculum developed by a vendor, with direct instruction provided by our own teachers. Such a model will allow for closer monitoring of student progress, increased opportunities for students to participate in co-curricular activities, and build relationships with their teachers through face-to-face sessions.

The costs associated with any resulting contract will be funded through FTE earned by students enrolled in grades 6-12 when they meet the requirements for satisfactory course completion.



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

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Pasco eSchool  
JoAnne Glenn, Principal  
813/ 346-1901 FAX: 813/ 346-1991  
E-MAIL: jglenn@pasco.k12.fl.us

May 14, 2013

To: Michael Woodall, Purchasing Agent

From: JoAnne Glenn, Principal for Pasco eSchool

Subject: Language Club (K12, 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 elementary students enrolled in Pasco County with a variety of learning opportunities and to expand options for elementary students to explore World Languages, Pasco eSchool requests permission to enter into an agreement to offer a virtual Language Club program in partnership with:

- K12, LLC
- Middlebury Interactive Languages (a subsidiary)

Our relationship with K12, Inc. offers the District an opportunity to use digital curriculum developed by a vendor, with facilitation provided by a K12 club sponsor that has met the background screening requirements under Florida statute. This language club would be sponsored by Pasco eSchool staff as well.

The costs associated with the language club will be paid by parents as a fee-based extracurricular program.

**ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER**

This Online Educational Products and Services Order (this "Order"), dated as of July 1, 2013 (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.**

Subscription July 1, 2013 through June 30, 2014, and is not eligible for a renewal period.

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

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

Aventa Original Credit and Credit Recovery Courses (Grades 6 to 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. A complete list of required materials may be accessed [and purchased from Aventa Learning] at <http://aventalearning.com/enroll-now/textbook-PO-order-form>.

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

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

CONTRACT REVIEWED  
AND APPROVED:  
*M. S. 23.12*

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:

Aventa Ongoing Professional Development: *(Includes one two-hour virtual session of professional development for new teachers of Aventa Curriculum. Pre-requisite: Aventa New Teacher Induction.)*

Complementary Online Mentor Training: Required for Customer's Purchasing Aventa Credit Recovery. *(Includes one 2 hour virtual training session. Open registration.)*

**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:

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 quarterly 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 Training

Aventa Ongoing Professional Development:

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

\$100.00 per teacher. Includes One 2 hour, virtual session for ongoing professional development. *(Pre-requisite: Aventa New Teacher Induction.)*

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

\$0 per two hour session. Open Registration.



**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, 2013 and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order.

The following Florida Virtual Instruction Program Requirements §1002.45 shall be added to the K12 Online Educational Products and Services Agreement Terms (the "Terms").

1. 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 graduate requirements for an applicable course. 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. **TEACHER RATIOS:** K<sup>12</sup> takes into account the needs of the individual students, families, schools and teachers in assigning teacher loads. Student-teacher ratios will vary program to program. An average ratio for grades K-3 full-time is 65:1, grades K-3 part-time (0.5 teacher) is 30:1, 4<sup>th</sup>-8<sup>th</sup> grade full-time is 65:1, 4<sup>th</sup>-8<sup>th</sup> grade part-time (0.5 teacher) is 30:1. In high school grades 9<sup>th</sup>-12<sup>th</sup> core courses with full-time teachers have an average ratio of 200:1. Part-time teacher ratios for 9<sup>th</sup>-12<sup>th</sup> grade core courses are broken down as follows: 0.75 part-time teachers have a 150:1 ratio, 0.5 part-time teachers have a 100:1 ratio, and 0.25 part-time teachers have a 50:1 ratio. 9<sup>th</sup>-12<sup>th</sup> grade elective courses with full-time teacher ratios are 250:1.
5. 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.

6. 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.

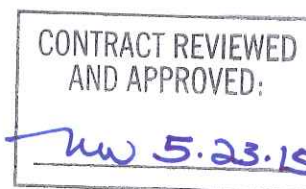
**TERMINATION DUE TO ANNUAL FEE INCREASE:** K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if 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).

7. 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.

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.

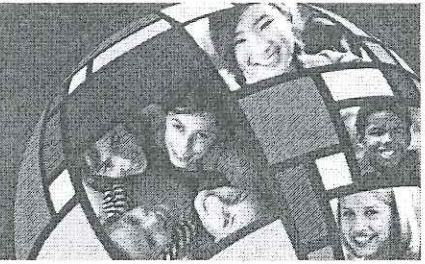








# LANGUAGE CLUBS



## SET YOUR SCHOOL APART AND GIVE YOUR STUDENTS THE EDGE WITH WORLD LANGUAGES

### PROGRAM OVERVIEW

Middlebury Interactive partners with schools to provide a turn-key Language Club program that can be started at any time and includes these key components for success.

- LANGUAGE CURRICULUM**
  - Spanish, French and Chinese
  - K-2 and 3-5
- LIVE SESSIONS**
  - Middlebury Interactive facilitators
  - Blackboard Collaborate™
  - Weekly—30 min. club session
  - Weekly—30 min. office hours
  - Organized by grade cluster
- PROGRAM SUPPORT**
  - Partnered club set up & management
- MARKETING**
  - Survey templates
  - Customizable flyers
  - Sample club session clips

### TO START YOUR OWN LANGUAGE CLUB PROGRAM

Contact  
sales@middleburyinteractive.com  
866.912.8588

### K-5 LANGUAGE CLUBS

With so many options available to your students, it's more important than ever to offer programs that truly help your students excel!

Middlebury Interactive's new Language Club program delivers a variety of world languages to all your students in a fun and effective learning environment.

Club Sessions	
Summer '13	6/17 – 7/26
	7/8 – 8/16
Fall '13	9/9 – 10/18
	11/4 – 12/13
Spring '14	1/21 – 3/3
	3/17 – 4/25
Spanish • French • Chinese	

### 6 WEEKS OF LANGUAGE FUN

Language Clubs are flexible, with multiple sessions throughout the year, and affordable—enabling schools to provide students with all the benefits of early language learning

- \$ 75 per student
- Ideal for extended day and summer programs
- Parent-pay and fundraising opportunities for schools
- Turn-key program with marketing and support
- Includes Middlebury Interactive Club Leader—highly proficient second-language learning facilitators
- Includes online course enrollment for exploration and additional language practice

### THE VIRTUAL CLUB EXPERIENCE

Students will be assigned a Middlebury Interactive club facilitator who will oversee all language club activities, including conducting the weekly live sessions, in Blackboard Collaborate™, that provide:

- Fun language learning activities in a group setting
- Exposure to different cultures—music, art, customs, food, etc.
- Speaking practice “in language”
- Grade-level appropriate language lessons

CONTRACT REVIEWED  
AND APPROVED:  
*[Signature]* 5-23-13