



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-8.

MEETING DATE	2019-07-23 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

<b>Time</b>
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<b>Open Agenda</b>	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

**TITLE:**

Direct Negotiation Agreement - FY20-088 - Virtual Instruction Program

**REQUESTED ACTION:**

Approve the recommendation for the above Agreement. Contract Term: August 1, 2019 through July 31, 2020, 1 Year; User Department: Broward Virtual School; Award Amount: \$400,000; Awarded Vendor(s): K12 Florida LLC; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**

This Agreement will keep the District in compliance with Florida Statute 1002.455 Virtual Instruction Programs which requires public school districts to offer virtual instruction programs to public school students.  
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**

Goal 1: High Quality Instruction     Goal 2: Continuous Improvement     Goal 3: Effective Communication

**FINANCIAL IMPACT:**

The estimated financial impact to the District will be \$400,000. The funding source will come from the Broward Virtual School's operating budget. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**

(1) Executive Summary (2) Agreement (3) Financial Analysis Worksheet

**BOARD ACTION:**  
APPROVED  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Christopher Mcguire	Phone: 754-321-6050
Name: Mary C. Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Senior Leader & Title**

Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
*Maurice Woods*  
7/15/2019, 1:43:01 PM

Electronic Signature  
 Form #4189 Revised 08/04/2017  
 RWR/ MLW/MCC/CM:kg

Approved In Open Board Meeting On:

**JUL 23 2019**

By:   
 School Board Chair

## EXECUTIVE SUMMARY

### Direct Negotiation Agreement FY20-088 - Virtual Instruction Program

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#### Introduction

**Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the Agreement between The School Board of Broward County, Florida (SBBC), and K12 Florida, LLC for one (1) year, commencing August 1, 2019 through July 31, 2020. K12 Florida, LLC, is used by Broward Virtual School to provide full and part-time programs for students in all grades.

#### Goods/Services Description

**Responsible: Innovative Learning**

This virtual instruction program option offers curriculum, instructional services, parent training, and technical support to the District. The proposed agreement keeps the District in compliance with Florida Statute 1002.455, which requires public school districts to offer K12 virtual instruction programs to public school students. The District has partnered with K12 Florida, LLC, an approved Florida Department of Education virtual instruction provider, since 2009.

#### Procurement Method

**Responsible: PWS**

Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC's purchase of educational services.

#### Financial Impact

The total spending authority requested is \$400,000. The funding source for this project is Broward Virtual School's operating budget. Expenditures for this Agreement are directly associated with student enrollment. Enrollments are Full-Time Equivalency eligible on a per-pupil basis. The total spending authority requested is not to exceed \$400,000 for the school year 2019-2020 as detailed below:

<u>Estimated Full-time Students (range 75- 93)</u>	<u>93</u>
<u>Cost per student</u>	<u>x \$4,295</u>
<u>Estimated Total Cost</u>	<u>\$399,435</u>

**Estimated Total Cost (Rounded) \$400,000**

- The previous agreement 58-020E started on August 9, 2017 through June 30, 2019 with an approved spending authority of \$976,000.
- The decreased spending authority requested is based on the reduced contract term from two (2) years to one (1) year.

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 27<sup>th</sup> day of July, 2019, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(Hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**K12 Florida L.L.C.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
2300 Corporate Park Drive, Suite 200  
Herndon, VA 20171

**WHEREAS**, Section 1002.45 (2) (c), Florida Statutes, allows SBBC to enter into a contract with an approved Florida Department of Education vendor to obtain curriculum and related services to offer an instruction program to students enrolled in its school district; and

**WHEREAS**, VENDOR is willing to provide such curriculum and related services to enable SBBC to provide a virtual instruction program to SBBC's students.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 – RECITALS**

1.0 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.5 of this Agreement, the term of this Agreement shall commence upon July 1, 2019 and conclude on June 30, 2020.

2.01 **Description of Goods or Services Provided.** VENDOR will provide SBBC with products and services including, where applicable, a limited, non-exclusive, non-transferable license, without sublicense right, for access to the VENDOR or Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the term of this Agreement. VENDOR also provides curriculum and instructional materials aligned to Florida's Next Generation State Standards, and the VENDOR curriculum will comply

with and adhere to the implementation timeline for Common Core State Standards published by the State of Florida. VENDOR will maintain confidentiality of student information in a secure manner and provide student data to SBBC in a timely manner.

2.02 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;  
Second: **Appendix A.**

2.03 **Price and Payment.** The prices and billing terms for the products, services, and licenses will be as set forth in **Appendix A.** Invoices shall be submitted to SBBC by VENDOR and full payment of such invoices shall be due by SBBC no more than thirty (30) days from the date of an invoice. SBBC 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, Florida Statute Chapter 218. If SBBC wishes to dispute any charge invoiced to SBBC by VENDOR or its affiliates, SBBC 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 VENDOR and its affiliates to support the claim no later than ninety (90) days after the date of the invoice. VENDOR will provide written notice of any price increase to SBBC at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. SBBC 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).

#### **2.04 SBBC Disclosure of Education Records.**

(a) Purpose

1. Students will utilize VENDOR's student information management system and learning management system to complete course work in concordance with FS 1002.455. VENDOR's teachers will use such systems to record and report student grades and communication.
2. VENDOR will monitor student progress, communication, teacher practices, and student coursework.

(b) SBBC will provide VENDOR with the following education records:

1. student records pertaining to state assessments
2. student special program participation records (English Language Learner plans, Individual Education Plans, gifted Education plans)
3. student demographic information

(c) FERPA Exceptions to Consent

1. VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records in the implementation of student information and education management systems. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent.



2. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed above.

### **2.05 Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC promptly upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all breach notifications that are required by applicable law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) following written request by SBBC, provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) following written request by SBBC, securely erase education records from any student information management system once such system is no longer utilized.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes (collectively "Confidentiality Breach Claims") except to the extent that such Confidentiality Breach Claims arise out of actions or omissions of SBBC and subject to the conditions precedent that a) SBBC provide written notice to Vendor within a reasonable period of time following its receipt of the Confidentiality Breach Claim and b) SBBC permits Vendor to assume the control and defense of the Confidentiality Breach Claim with counsel selected by Vendor. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Taxes.** SBBC represents that it is exempt from sales and use taxes imposed by the state and local government divisions in which it is located; SBBC must provide VENDOR with SBBC's exemption certificates or other proof of SBBC tax-exempt status.

2.07 **Information Requirements.** SBBC will provide VENDOR with all information reasonably required by VENDOR to provide the products, services, and licenses required under this Agreement.

2.08 **Special Education and Disabilities.** As a public entity receiving federal Title I funds, SBBC agrees that it is the Local Education Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Program (IEPs), the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act or any similar law, whether federal, state or

local are not services provided under this Agreement. Notwithstanding the forgoing, during the term of this Agreement, VENDOR will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by SBBC, but solely to the extent that VENDOR may do so without incurring direct or indirect costs.

2.09 **Intellectual Property:** SBBC acknowledges and agrees that all courses, content, software, graphics, pictures documents, licenses, designs and materials and any and all derivatives thereof (collectively referred to herein as "Works") made available to SBBC pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and VENDOR (or its affiliates or licensors) own all right, title and interest in and to the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of VENDOR, SBBC agrees not to sell, license, sub-license, rent modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Works. SBBC will not act or permit any action that would impair any of VENDOR's (or its Affiliates' or licensors') rights in the Works. SBBC agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of SBBC or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, log, tagline or other designation of VENDOR or its affiliates displayed on any portion of the Works. SBBC shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. SBBC acknowledges that in the event SBBC breaches any provision contained in this Paragraph, VENDOR's interests will be irreparably injured, the full extent of VENDOR's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. SBBC agrees that VENDOR will be entitled to enforce this Agreement by an injunction or other legal or equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

2.10 **Publicity.** During the term of this Agreement, SBBC hereby agrees that VENDOR and its affiliates shall have the right, but not the obligation, to list SBBC as a customer in other materials promoting the Content. VENDOR will remove SBBC's name from any such list within thirty (30) days after any termination of this Agreement.

2.11 **Warranty.** VENDOR warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND VENDOR MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, VENDOR MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE VENDOR WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. VENDOR OFFIERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. VENDOR DOES NOT WARRANT THAT USE OF THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

2.12 **Audit Rights.** This section shall only be applicable if a Non-Hosting Solution is applicable to the order placed by SBBC. SBBC shall maintain books and records in connection with its use of the FuelEd courses for the Term of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. VENDOR or its representatives may audit the relevant books and records of SBBC during the term of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at SBBC's facilities and shall not unreasonably interfere with SBBC's business activities. Audits shall be conducted to no more than once annually. If an audit reveals that SBBC has underpaid fees due to VENDOR, 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 (ii) in accordance with its then current practices at periodic intervals designated by VENDOR, VENDOR may request that SBBC deliver in writing to VENDOR a summary of the actual number of students that are currently enrolled by SBBC and using the courses. Unless otherwise set forth in the applicable Order, all license fees shall be payable in accordance with the number of students served to be determined pursuant to the Reporting Process.

2.13 **Inspection of VENDOR Records by SBBC:** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR'S payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the



evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR Records Defined. For the purposes of this Agreement, the term "VENDOR Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *VENDOR* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *VENDOR* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *VENDOR* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *the VENDOR'S* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *VENDOR* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *VENDOR* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *VENDOR* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *the VENDOR*. If the audit discloses billings or charges to which *the VENDOR* is not contractually entitled, the *VENDOR* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *VENDOR* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *VENDOR* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *VENDOR* pursuant to this Agreement and such excluded costs shall become the liability of *the VENDOR*.



(h) Inspector General Audits. *VENDOR* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.14 Notice: When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Principal \_ Broward Virtual School  
1400 NW 44<sup>th</sup> Avenue  
Coconut Creek, Florida 33066

To VENDOR: Sales Contract Administrator  
K12 Florida L.L.C.  
2300 Corporate Park Drive, Suite 200  
Herndon, VA 10271

With a Copy to: Office of the General Counsel  
K12 Florida L.L.C.  
2300 Corporate Park Drive, Suite 200  
Herndon, VA 20171

2.15 Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within

the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of SBBC and subject to the conditions precedent that a) SBBC provide written notice to Vendor within a reasonable period of time following its receipt of the Claim and b) SBBC permits Vendor to assume the control and defense of the Claim with counsel selected by Vendor.

**2.16 Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes.

**2.17 Insurance Requirements.** Proof of the following insurance will be furnished by VENDOR to SBBC by Certificate of Insurance.

A. GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products and Completed Operations Aggregate.

B. PROFESSIONAL LIABILITY/Technical Errors & Omissions : Limits not less than \$1,000,000 per occurrence covering services provided under this contract.

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

#### REQUIRED CONDITIONS

THE FOLLOWING WORDING must be included on the Certificate of Insurance:

- The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668. CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

2.18 **Miscellaneous.** a) VENDOR is not a division or any part of SBBC. SBBC is not a division or any part of VENDOR. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between VENDOR and SBBC. b) SBBC and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein. c) All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement. d) VENDOR will provide all services, licenses and materials under this Agreement either directly or in conjunction with its affiliates. An "affiliate" of VENDOR is an entity that controls, is controlled by, or under common control with, VENDOR and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. VENDOR and its affiliates shall be referred to collectively as VENDOR.

2.19 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.20 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.21 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.22 **Incorporation by Reference.** Appendix A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under

this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.



3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC. SBBC has delegated authority to the Superintendent of Schools, or his/her designee, to provide written consent pursuant to this paragraph if this Agreement or any interest herein is assigned, transferred or encumbered.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.



3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

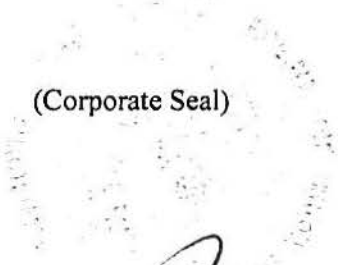
3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** 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.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)



THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

Robert W. Runcie, Superintendent of Schools

By   
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:

Digitally signed by  
Eric Abend  
Reason: K12 2019  
Date: 2019.07.08  
14:48:35 -04'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

**FOR VENDOR**

(Corporate Seal)

**K12 FLORIDA LLC**

ATTEST:

By [Signature]  
Name Kellie Goldstein  
Title SVP & Controller

\_\_\_\_\_  
\_\_\_\_\_, Secretary

-or-

[Signature]  
Witness

[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Virginia

COUNTY OF Fauquier County

The foregoing instrument was acknowledged before me this 2nd day of July, 2019 by Kellie Goldstein of K12 Florida LLC on behalf of the corporation/agency.

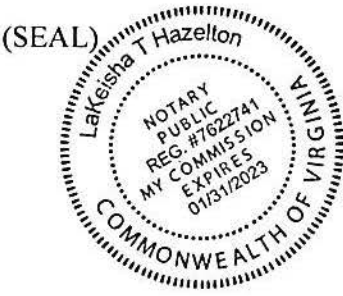
He/She is personally known to me or produced drivers license as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 1/31/23

[Signature]  
Signature - Notary Public

Lakeisha T. Hazleton  
Printed Name of Notary

7622741 Fauquier County  
Notary's Commission No.



# APPENDIX A

Q-50943



This Online Educational Products and Services Order (this "Order"), dated as of 7/1/2019 (the "Order Effective Date"), is between The School Board of Broward County, Florida, 600 SE Third Ave, Ft. Lauderdale, FL 33301 ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to both the Florida Attachment to The Online Educational Products and Services Order ("Attachment") attached hereto as Exhibit A and the K12 Online Educational Products and Services Agreement Terms (the "Terms") attached hereto as Exhibit B, on the date that this Order bears the signatures of both Customer and K12. Collectively, the Order, Attachment and Terms will constitute the entire agreement ("Agreement"). All capitalized terms will have the meanings assigned to those terms in the Agreement. 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:

*Heather P. Brinkworth*

Date:

9/24/19

Name (Print):

Heather P. Brinkworth

Title:

Chair

**Accepted by K12:**

Signature:

*Kelli Goldstein*

Date:

7/2/19

Name (Print):

Kelli Goldstein

Title:

SVP & Controller

1. **Period:** 7/1/2019 through 6/30/2020 and is not eligible for a renewal period.
2. **Territory:** Students served by The School Board of Broward County, Florida
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

(a) Florida VIP Program Products and Services Fees

Product	Product Description	Unit Price
FTS Comprehensive K-8 Student License (6 Courses, Instruction)	K-8 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.	\$4,295.00
K12 K-8 Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a K12 Standard K-8 year course. Includes content, hosting and instruction.	\$590.00

(b) Standard (Non-VIP Program) Products and Services

Product	Product Description	Unit Price
K12 K-8 Online Course Enrollment License (Content, Hosting)	License for a single student in a K12 Standard K-8 year course. Includes content and hosting.	\$340.00
MS Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online Standard MS semester course (non-AP). Includes content and hosting.	\$50.00
HS Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online Standard HS semester course (non-AP). Includes content and hosting.	\$50.00
AP Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online AP semester course. Includes content and hosting.	\$50.00
CR Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online Credit Recovery semester course. Includes content and hosting.	\$50.00
Career Exploration	License for a single student to access a career exploration system available in English and Spanish that allows the student to complete a variety of self-assessments, look for colleges and universities known for certain areas of interest, build resumes, learn about scholarship opportunities, and search for employment., includes content and hosting (non-AP)	\$10.00
Career Focused Electives Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Career Focused Electives catalog semester course (non-AP). Includes content and hosting	\$144.00
Training: Webinar	Access to one online synchronous professional development session for up to 35 users in a district. *Some exceptions may apply due to program selected	\$750.00

#### **4. Description of Educational Products.**

FuelEd Full-Time Comprehensive Program: The FuelEd Full-Time Comprehensive Program includes three components: (1) Courses content with hosting service, (2) Materials (for K-8 courses), and (3) a suite of learning tools tailored to Client's needs. Instructional text or e-books, supplies and teaching tools (collectively, Materials) for K-8 students. Materials for Customers teachers and High School students are ordered separately. A complete list of required materials may be accessed at <http://www.getfueled.com/required-materials>. FuelEd will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

#### **5. Description of Services.**

Instructional Services: Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

#### **6. Billing Terms.**

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced quarterly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 28 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such course within 28 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended.

FuelEd Full-time School Comprehensive Program: FuelEd will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed quarterly (in the months of September, December, March, and June) with invoices payable in accordance with the Terms; (b) materials will be invoiced upon shipment.

FuelEd Full-Time School Material Refund Policy: Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. Fees will not be charged for a student for any month following notice to Fueled of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.



EXHIBIT A

FLORIDA ATTACHMENT TO THE  
ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies certain provisions found in the Order and Terms, as noted below. **WHERE THERE IS A CONFLICT BETWEEN THE ORDER, THE TERMS, AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

**Note: This Attachment is only applicable to products and services ordered under the Florida Virtual Instruction Program.**

**Section 1: Florida VIP Program Requirements**

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

**a) Contract Requirements**

Contracts between Florida school boards and an Approved Virtual Instruction Provider require certain provisions to be included (see, § 1002.45 (4) F. S.)

Requirement	Text	K12 Response	Statute Reference
Curriculum Plan	"Set forth a detailed curriculum plan that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject."	K12 has provided a detailed curriculum plan in compliance with this requirement in the K12 Florida LLC Disclosure Requirements attached hereto as <u>Exhibit C</u> .  K12 agrees to implement this plan in accordance with the requirements of the Florida VIP program.	§ 1002.45 (4)(a) F. S.
Graduation Plan	"Provide a method for determining that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282 if the contract is for the provision of a full-time virtual instruction program to students in grades 9 through 12."	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. Customer's school board can use such information to determine if a student has met such requirements, in accordance with Florida law and Customer's School Board's policies.	§ 1002.45 (4)(b) F. S.
Conflict Resolution	"Specify a method for resolving conflicts among the parties."	<b>DISPUTE RESOLUTION:</b> 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.	§ 1002.45 (4)(c) F. S.

Termination	"Specify authorized reasons for termination of the contract."	<p><b>TERMINATION FOR CAUSE:</b> 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.</p> <p><b>TERMINATION DUE TO ANNUAL FEE INCREASE:</b> 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).</p>	§ 1002.45 (4)(d) F. S.
Financial Responsibility Upon Termination	"Require the approved provider to be responsible for all debts of the virtual instruction program if the contract is not renewed or is terminated."	K12 shall be responsible for all debts for the Customer's 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.	§ 1002.45 (4)(e) F. S.
Compliance Requirement	"Require the approved provider to comply with all requirements of this section."	K12 represents and warrants that it shall comply with all statutory requirements of § 1002.45 F. S.	§ 1002.45 (4)(f) F. S.

**b) Provider Requirements**

Virtual Instruction Providers must meet certain requirements as provided under Section 2 of § 1002.45 F. S. K12 represents and warrants that it meets all such requirements as an Approved Provider under Florida law. These requirements follow below:

Requirement	Text	K12 Response	Statute Reference
Non-Sectarian	"Is nonsectarian in its programs, admission policies, employment practices, and operations"	K12 represents and warrants that it adheres to a non-sectarian policy can be found here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Nonsectarian-Policy-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Nonsectarian-Policy-092915.pdf</a>	§ 1002.45 (2)(a)(1) F. S.
Anti-Discrimination	"Complies with the antidiscrimination provisions of § 1000.05"	K12 represents and warrants that it complies with the antidiscrimination provisions found in § 1000.05 of the Florida Statutes. K12's anti-discrimination policy can be found here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf</a>	§ 1002.45 (2)(a)(2) F. S.
Florida Offices, Administrative Staff, and Teacher Background Checks	"Locates an administrative office or offices in this state, requires its administrative staff to be state residents, requires all instructional staff to be Florida-certified teachers under chapter 1012 and conducts background screenings for all employees or contracted personnel, as required by s.1012.32, using state and national criminal	<p>Administrative Offices – K12 has an office located at 9143 Phillips Hwy, Suite 590, Jacksonville, FL 32256</p> <p>Administrative Staff – All K12 administrative staff located at its Florida office are Florida residents.</p> <p>Teachers – Customer will be provided the services of Florida-certified teachers, compliant with Chapter 1012. Additionally, teachers providing such services shall comply with all Florida and national background screening requirements. Additional information can be found here: <a href="http://www.k12.com/Florida-DOE.html">http://www.k12.com/Florida-DOE.html</a></p>	§ 1002.45 (2)(a)(3) F. S.

<p>Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies</p>	<p>history records"</p> <p>Provides to parents and students specific information posted and accessible online that includes, but is not limited to, the following teacher-parent and teacher-student contact information for each course:</p> <ul style="list-style-type: none"> <li>a. How to contact the instructor via phone, e-mail, or online messaging tools.</li> <li>b. How to contact technical support via phone, e-mail, or online messaging tools.</li> <li>c. How to contact the administration office via phone, e-mail, or online messaging tools.</li> <li>d. Any requirement for regular contact with the instructor for the course and clear expectations for meeting the requirement.</li> </ul>	<p>K12 has detailed its Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Teacher-Parent-Responsibilities-and-Teacher-Student-Parent-Interactions-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Teacher-Parent-Responsibilities-and-Teacher-Student-Parent-Interactions-092915.pdf</a></p>	<p>§ 1002.45 (2)(a)(4)(a) – (e) F. S.</p>
<p>Prior Experience</p>	<p>"Possesses prior, successful experience offering online courses to elementary, middle, or high school students as demonstrated by quantified student learning gains in each subject area and grade level provided for consideration as an instructional program option. However, for a provider without sufficient prior, successful experience offering online courses, the department may conditionally approve the provider to offer courses measured pursuant to subparagraph (8)(a)2. Conditional approval shall be valid for 1 school year only and, based on the provider's experience in offering the courses, the department shall determine whether to grant approval to offer a virtual instruction program"</p>	<p>As one of the original companies to provide online K-12 education, K12 has over 15 years of providing online courses to elementary, middle, and high school students. Additional information about K12's experience in the online educational space can be found here: <a href="http://www.k12.com/Florida-DOE.html">http://www.k12.com/Florida-DOE.html</a></p>	<p>§ 1002.45 (2)(a)(5) F. S.</p>
<p>Accreditation</p>	<p>"Is accredited by a regional accrediting association as defined by State Board of Education rule"</p>	<p>In 2015, the FuelEd Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010. For additional information, please see the K12 Florida LLC Disclosure Requirements attached hereto as <u>Exhibit C</u>.</p>	<p>§ 1002.45 (2)(a)(6) F. S.</p>
<p>Curriculum Quality</p>	<p>"Ensures instructional and curricular quality through a detailed curriculum and student performance accountability plan that addresses every subject and grade level it intends to provide through contract with the school district, including:</p> <ul style="list-style-type: none"> <li>a. Courses and programs that meet the standards of</li> </ul>	<p>K12 represents and warrants that it complies with these requirements. Additional details may be found here: <a href="http://www.k12.com/Florida-DOE.html">http://www.k12.com/Florida-DOE.html</a></p>	<p>§ 1002.45 (2)(a)(7) F. S.</p>

	<p>the International Association for K-12 Online Learning and the Southern Regional Education Board.</p> <p>b. Instructional content and services that align with, and measure student attainment of, student proficiency in the Next Generation Sunshine State Standards.</p> <p>c. Mechanisms that determine and ensure that a student has satisfied requirements for grade level promotion and high school graduation with a standard diploma, as appropriate"</p>		
Publication Requirements	<p>"Publishes for the general public, in accordance with disclosure requirements adopted in rule by the State Board of Education, as part of its application as a provider and in all contracts negotiated pursuant to this section:</p> <p>a. Information and data about the curriculum of each full-time and part-time program.</p> <p>b. School policies and procedures.</p> <p>c. Certification status and physical location of all administrative and instructional personnel.</p> <p>d. Hours and times of availability of instructional personnel.</p> <p>e. Student-teacher ratios.</p> <p>f. Student completion and promotion rates.</p> <p>g. Student, educator, and school performance accountability outcomes"</p>	<p>K12 makes all information requiring disclosure available for public review. This information can be found in the K12 Florida LLC Disclosure Requirements attached hereto as <u>Exhibit C</u>.</p>	§ 1002.45 (2)(a)(8) F. S.
Independent Audit	<p>"Performs an annual financial audit of its accounts and records conducted by an independent certified public accountant which is in accordance with rules adopted by the Auditor." General, is conducted in compliance with generally accepted auditing standards, and includes a report on financial statements presented in accordance with generally accepted accounting principles."</p>	<p>K12's parent company, K12 Inc., is publically held and traded on the New York Stock Exchange. In accordance with applicable law governing public companies, an independent audit is performed annually. The results of K12 Inc.'s most recent audit, as well as all other required financial disclosures, can be found here: <a href="http://investors.k12.com">investors.k12.com</a></p>	§ 1002.45 (2)(a)(10) F. S.

**c) Virtual Instruction Program Requirements**

Florida law requires that Approved Providers and Schools develop a virtual instruction program that meets certain requirements. K12 meets such requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
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Course Alignment	"Align virtual course curriculum and course content to the Sunshine State Standards under s.1003.41."	The curriculum K12 will use in the performance of its services as an Approved Provider is aligned to the Florida Sunshine State Standards. Additional details on K12 courses and curriculum can be found in the K12 Florida LLC Disclosure Requirements attached hereto as <u>Exhibit C</u> .	§1002.45 (3)(a) F. S.
Student Proficiency	"Offer instruction that is designed to enable a student to gain proficiency in each virtually delivered course of study."	K12's program is designed to enable a student to gain proficiency in each virtually delivered course of study. Additional details can be found in the K12 Florida LLC Disclosure Requirements attached hereto as <u>Exhibit C</u> .	§1002.45 (3)(b) F. S.
Instructional Materials	"Provide each student enrolled in the program with all the necessary instructional materials."	Each student will be provided with required course materials as further detailed in the Order above.	§1002.45 (3)(c) F. S.
Materials for Students Qualifying for National School Lunch Act	"Provide each full-time student enrolled in the program who qualifies for free or reduced-price school lunches under the National School Lunch Act, or who is on the direct certification list, and who does not have a computer or internet access in his or her home with: 1. All equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and printer, if a printer is necessary to participate in the program; and 2. Access to or reimbursement for all internet services necessary for online delivery of instruction."	The provision of free materials to full-time students enrolled in Customer's virtual instruction program is the duty of Customer School District. K12 has no visibility into students that would qualify for the National School Lunch Act. K12 is happy to provision to Customer any required materials at the prices in the above Order.	§1002.45 (3)(d) F. S.
No Tuition or Registration Fees	"Not require tuition or student registration fees."	K12 does not charge students enrolled in Customer's virtual instruction program any tuition or registration fees. It charges the fees disclosed in the above Order directly to the SchoolBoard.	§1002.45 (3)(e) F. S.

**d) Student Participation Requirements**

Florida law requires that students enrolled in a virtual instruction program meet certain participation requirements. K12 facilitates compliance with these requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Compulsory Attendance	"Comply with the compulsory attendance requirements of s. 1003.21. Student attendance must be verified by the school district."	K12's Attendance, Participation and Performance Policy details the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--%20K12-Florida-LLC-Attendance-Participation-and-Performance-Policies-and-Procedures-093015.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--%20K12-Florida-LLC-Attendance-Participation-and-Performance-Policies-and-Procedures-093015.pdf</a>	§1002.45 (6)(a) F. S.
Assessment Location	"Take state assessment tests within the school district in which such student resides, which must provide the student with access to the district's testing facilities."	K12's State Testing Policies and Procedures detail the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-State-Testing-Policies-and-Procedures-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-State-Testing-Policies-and-Procedures-092915.pdf</a>	§1002.45 (6)(b) F. S.

**Section 2: Florida VIP Payment Terms**

- a) **FLORIDA 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).

- b) **WITHDRAWAL AND REFUND:** When a student withdraws from a K12 course, or do not otherwise complete a course (as determined by then-current Florida law), Customer shall be entitled to a pro rata refund or credit for the specific course from which student withdrew or did not complete. For full-time student enrollments, the amount refunded or credited shall be determined by dividing the amount charged for student's course enrollment by the total number of courses the student is taking to determine the "per course" cost.

### Section 3: Florida Public Records

K12 agrees that it will:

- (a) Keep and maintain public records (as defined by Section 119.011(12) F.S.) that ordinarily and necessarily would be required by the Customer in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. For the purposes of this contract, the Customer will forward to K12 such public records requests that it deems valid for non-privileged, non-confidential, non-exempt public records in K12's possession. K12 will evaluate the request and provide the Customer with such public records in accordance with applicable Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and, to the extent allowed by applicable law, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

### Section 4: Program Monitoring

The parties acknowledge that Customer shall regularly monitor the program and the provision of services under the program for compliance with Florida law and the terms of this Order. The scope of monitoring includes, but is not limited to, verifying the following: 1) that the curriculum plan is followed; 2) that students have met graduation requirements set forth in F.S. 1002.3105(5), 1003.4281, or 1003.4282 (if applicable); 3) that K12 maintain the confidentiality of all education records and the information contain within; 4) that K12 shall not disclose, unless allowed by applicable law or this Order, any education records without the prior written consent of the parent or Customer; and 5) that K12, to the extent require by this Order and Florida law, supplied every student participant with all instructional materials.

### Section 5: Data Security

K12 represents and warrants that it shall ensure that all "education records" (as that term is defined by FERPA) are maintained in a commercially reasonable manner and shall regularly back up such education records to prevent data loss. K12 warrants that, within fifteen business days of K12's receipt of a written request by District for student grades, progress, or user account information, K12 shall provide such data to District. K12 will take commercially reasonable efforts to ensure the quality and accuracy of education records maintained by K12. In the event Customer identifies deficiencies with regard to the quality and/or accuracy of education records maintained by K12, the Customer will provide K12 with written notice of such deficiencies and K12 and Customer will reasonably cooperate in remediating noted deficiencies.

## EXHIBIT B

### K12 Products and Services Agreement Terms

**PERIOD:** The period of this Agreement is as specified in the Order ("Period").

**DESCRIPTION OF SERVICES:** Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to K12 or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period and Renewal Period (if any).

**PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth on the Order, except as set forth herein. 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 Customer's receipt 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 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 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).

**TAXES:** Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Customer must provide K12 with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to K12.

**TERMINATION:** 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.

**INFORMATION REQUIREMENTS:** Customer will provide K12 with all information reasonably required by K12 to provide the products, services, and licenses.

**FERPA AND CONFIDENTIALITY:** If Customer is a public entity receiving federal Title I funds, Customer represents that K12 is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. K12 agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, K12 has a legitimate educational interest for purposes of Customer disclosing to K12 students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law K12 or its affiliates may provide Customer with confidential information (as designated by K12) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

**SPECIAL EDUCATION AND DISABILITIES:** If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, K12 will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that K12 may do so without incurring direct or indirect costs.

**PUBLICITY:** During the Period and Renewal Period (if any) of this Agreement, Customer hereby agrees that K12 and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content. K12 will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

**AUDIT RIGHTS:** This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. Customer shall maintain books and records in connection with its use of the non-hosted courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. K12 or its representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. 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 or its Affiliates, 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 or its Affiliates for any given audit period, then Customer shall, in addition, reimburse to K12 or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) K12 or its Affiliates may monitor actual usage of the courses and (ii) at periodic intervals designated by K12 or its Affiliates in accordance with its then current practices, may request that Customer deliver to K12 or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

**WARRANTY:** K12 warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. K12 OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. K12 DOES NOT WARRANT THAT USE THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**INTELLECTUAL PROPERTY:** Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and K12 (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of K12, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of K12's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of K12 or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, K12's interests will be irreparably injured, the full extent of K12's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that K12 will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** K12 agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of K12 related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that a) Customer provide written notice to K12 within thirty (30) days of its receipt of the Claim and b) Customer permits K12 to assume the control and defense of the Claim with counsel selected by K12. IN NO EVENT SHALL K12'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HERewith EXCEED THE AMOUNT PAID BY CUSTOMER TO K12 HEREUNDER. IN NO EVENT SHALL K12 BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER K12 IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless K12 and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of K12 and subject to the conditions precedent that a) K12 provide written notice to Customer within thirty (30) days of its receipt of the Claim and b) K12 permits Customer to assume the control and defense of the Claim with counsel selected by Customer.

**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 President of K12 and the Superintendent of the Customer or their respective designees. The laws of the Commonwealth of Virginia, 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 Commonwealth of Virginia 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.

**INSURANCE.** K12 will, at its own expense, maintain commercial general liability insurance (including personal injury, advertising injury and contractual liability) with a minimum limit of liability of \$1,000,000 per occurrence and in the aggregate, professional liability insurance with a minimum limit of liability of \$500,000

per claim and in the aggregate, automobile insurance with a minimum limit of liability of \$1,000,000 combined single limit and workers' compensation insurance in the minimum amounts required by statute. All policies other than the workers' compensation policy shall name Customer as an Additional Insured. K12 shall, upon execution of this Agreement and upon request of Customer, send a certificate of insurance to show that the policies are in full force and effect and set forth the limits of liability. K12 shall not cancel the insurance policies nor cause them to be cancelled.

MISCELLANEOUS: a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances; c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that K12 may assign all of its rights and obligations under this Agreement to any person or entity that controls K12, is controlled by K12, or is under common control with K12 or to any successor in interest that acquires all or substantially all of the assets of K12; d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; e) K12 is not a division or any part of Customer. Customer is not a division or any part of K12. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between K12 and Customer; f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; h) All representations, warranties and indemnities made in this Agreement will survive termination of this agreement; i) This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; j) K12 Florida LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of K12 Florida LLC is an entity that controls, is controlled by, or under common control with, K12 Florida LLC and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. K12 Florida LLC and its Affiliates shall be referred to collectively as K12; k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and to the General Counsel of K12 at 2300 Corporate Park Drive, Herndon, VA 20171 (and such addresses may be changed upon proper notice to such addressees). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing or, as to overnight delivery, on the date of personal delivery to the address stated thereon.



EXHIBIT C

**K12 FLORIDA LLC DISCLOSURE REQUIREMENTS**

Section 1002.45, Florida Statutes., requires the Provider to publish, for the general public, and as part of this application and any subsequent applications or contracts with school districts, the following information:

**SOURCE OF ORIGIN OF CURRICULUM AND COURSE CONTENT**

**Information and data about the curriculum of each full-time and part-time program. Please include, at minimum, the source or origin of curriculum and course content, specific research and best practice used in design, the basis for and frequency of revisions, research related to effectiveness of curriculum, evidence that content and assessments are accurate, free of bias, and accessible for students with disabilities and limited English proficiency. Post a list identifying the National Collegiate Athletic Association (NCAA) approval status for each applicable high school course offered.**

K12 Florida LLC (“K12”), currently authorized by the Florida Department of Education to participate with school districts in the Virtual Instruction Program as well as to provide virtual instruction services to cyber charter schools, is a wholly owned subsidiary of K12 Inc., the largest provider of individualized online education programs primarily for students in kindergarten through high school in the U.S. K12 Inc. was founded in 2000 to utilize advances in technology to provide children with access to a high-quality public school education regardless of their geographic location or socioeconomic background. In the 2017-2018 school year, K12 Inc. and its subsidiaries served full-time students in public schools we managed in thirty-three states and the District of Columbia. We also served public school districts and schools in all 50 states through our Institutional Sales business, Fuel Education LLC (“FuelEd”), providing curriculum, technology solutions, teachers, professional development and other support services customized to school and/or district needs.

K12 Inc. has invested to develop and acquire curriculum and online learning platforms that promote mastery of core concepts and skills for students of all abilities using the K12 Inc. suite of services and instructional curriculum and courseware which we will collectively refer to as “K12” in this document (currently including K12, FuelEd Online Courses, Anywhere Learning System, Middlebury Interactive Languages, LTS Education Systems, LearnBop and Career Pathways curriculum). K12 Inc. provides a continuum of technology-based educational products and solutions to cyber charter schools, public school districts, public schools, private schools, and families as we strive to transform the educational experience into one that delivers individualized education on a highly scalable basis. As an innovator in K-12 online education, we believe we have attained distinctive core competencies that allow us to meet the varied needs of our school customers and students and have shown academic success and achievement in the schools we serve.

## CURRICULUM AND COURSE CONTENT

The design, development, and delivery of K12's curriculum are grounded in a set of guiding principles that promote critical thinking and problem solving skills to prepare students for the demands of the 21st Century. K12 uses "big ideas" in every subject area to organize the explicit learning objectives for each course. K12 content experts have developed a clear understanding of those subjects and concepts that are often difficult for students to grasp. Greater instructional effort is focused on the most important concepts (the biggest ideas) and on the most challenging concepts and skills (as revealed by experience and research). K12 uses existing research, feedback from parents and students, and experienced teacher judgments to determine these priorities and to modify K12's learning systems to guide the allocation of each student's time and effort.

The K12 curriculum aligns to the Common Core State Standards, the Next Generation Science Standards, and the iNACOL National Standards for Quality Online Courses. The objectives are crafted from educational research, state and national standards, and deep content expertise. Each course clearly identifies the objectives to be mastered in each lesson, unit, and semester. The lesson objectives are clearly defined in each unit and lesson on the learning platform in the Lesson Resources section.

Several types of multimedia are standard in the K12 curriculum and used strategically to engage different learning intelligences, particularly visual and kinesthetic learners who are often harder to engage through traditional teaching methods:

- *Audio*: maximize the learner's ability to process information without being overwhelmed by visuals
- *Photographs/illustrations*: help represent, organize, and interpret the content
- *Interactive activities*: used to segment content, personalize learning, promote agency in learning, and offer opportunity to engage in activities incrementally increasing in cognitive difficulty (See Interactive Framework, below)
- *Technology-Enhanced Item types*: offer students opportunity to demonstrate varying depths of knowledge mimicking high-stakes testing demands
- *Animations/Videos*: used as concrete modeling of behavioral learning objectives, hooks to introduce real-world applications, and brings instruction to life

As an example of interactive activities, many K12 science courses now include interactive virtual labs (vLabs). The vLabs offer highly engaging online experiments that enable students to demonstrate the scientific method, test a hypothesis, witness various outcomes, and examine sources of error. Course vLabs can be used to reinforce concepts learned in the hands-on labs or, when appropriate, supplement or replace certain onsite labs.

### **Interactive Framework**

Enhancements to the K12 curriculum have introduced an interactive framework designed to fully reap the benefits of online learning. To achieve this, direct instruction and practice activities must do more than present students with text on a screen. New courses are carefully designed to match interactivity level to the cognitive level of the task at hand, based on research-backed principles of cognitive science.



Enhancements to the K12 K-8 curriculum include a variety of innovative games embedded in the courses – full “stand-alone” but instructionally integrated games in over 500 locations throughout core subjects in grades K-8—plus countless smaller, game-like interactives. The K12 inventory of games is growing each semester.

K12 has also launched mobile applications for iOS and Android devices which are available free to download from iTunes and Google Play. The mobile applications are in addition to the curriculum and are designed to allow students to practice skills at any time.

In addition to the online curriculum, the K12 curriculum provides students with interactive offline learning in a number of ways:

- Multiple ways to complete questions, self-assessments, and studyguides
- A variety of hands-on manipulatives and supplies to encourage investigation and make the course as much about offline learning as online learning
- Live web-based teacher-student interactions provide for 1:1 and/or group learning. These activities generate opportunities for student communication through remediation, practice, critical thinking, short projects, and more.

### **Elementary and Middle School Curriculum**

From Kindergarten through 8<sup>th</sup> grade, K12 courses are categorized into seven major subject areas – math, science, language arts/English, history, art, music, and world languages – plus adaptive K-5 math courses and supplemental courses. The proprietary elementary and middle school curriculum includes the courses that students need to complete their core kindergarten through eighth grade education, with more than 700 engaging lessons in each subject. These courses focus on developing fundamental skills and teaching the key knowledge building blocks or schemas that each student needs to master the major subject areas, meet state standards and complete more advanced coursework. The curriculum includes assessments built into nearly every lesson to ensure mastery and provide for remediation or enrichment where necessary.

**Math:** K12's elementary (grades K-5) Math program is designed to establish fluency in arithmetical computation (daily-life, functional math) while also deepening the ability to reason mathematically (conceptual math). A suite of courses collectively called Summit Math represents K12's second generation of research and development into effective approaches in early mathematics instruction and current e-learning instructional design.

K12's Math courses emphasize an active, multi-sensory approach to ensure that students understand the concrete realities that underlie mathematical concepts. Regular practice and review ensures mastery of basic skills. Embedded online games and animations motivate students and help illustrate concepts, while challenge problems help develop critical thinking skills.

In Math Plus courses, many lesson assessments are linked to backup adaptive lessons for students needing extra practice. The engaging approach features colorful graphics and animation; learning tools, and games; adaptive activities that help struggling students master concepts and skills before moving on; and focused support for Learning Coaches to help their children succeed. From helping younger students

make the link between the concrete and the abstract to immersing older students in the symbolic manipulations of Algebra, K12 Math provides a thorough mathematical grounding.

**Science:** K12 offers real science for young students. The program balances hands-on experience with systematic study of scientific terms and concepts. Students receive lab supplies and materials that give them a hands-on experience to enhance their understanding of experimental procedures and scientific concepts. Exploring life, earth, and physical sciences in each grade, K12 science nurtures curiosity, analytical skills, and an appreciation of how the world is shaped by ongoing scientific and technological advances.

Students learn about the human body, plants and animals, rocks and minerals, stars, matter, motion, electricity, magnetism, and much more. Through hands-on experiments, the program helps students develop skills of observation and analysis, and learn how scientists understand our world, using materials shipped to students in kits. This fundamental instructional practice of applied science has prepared the K12 science courses for the Next Generation Science Standards, with their notable emphasis on applied science in the NGSS's newly explicit engineering strand.

**Language Arts/English:** K12 Language Arts/English courses help students develop important reading and writing skills, while also inspiring a love of literature. Combining Phonics, Literature, Language Skills, and Spelling lessons, the Language Arts/English program emphasizes classic works from a diverse range of cultures and traditions, documentary and non-fiction texts, and writing as a process, and so prepares students well for standardized tests in the areas of language skills and reading comprehension. Younger children learn the basics of phonics and grammar and prepare for reading through systematic, multi-sensory activities; while older students develop literary analysis and comprehension skills by reading novels and nonfiction works.

**History:** K12 emphasizes the story in History—a story that includes not only great women and men but also everyday people. With integrated topics in Geography and Civics, K12 History opens young minds and imaginations to far-off lands, distant times, and diverse cultures. The kindergarten History program takes students on a world tour of the seven continents and provides an overview of American History through a series of biographies of famous Americans. The History program in grades 1–4 tells the story of civilization from the Stone Age to the Space Age, while students in grades 5 and up explore major themes and topics in greater depth through survey courses in American and World History. As required in Florida, a civics education course is offered as preparation to pass the Florida Civics EOC Assessment to be eligible for promotion from middle school.

**Art:** Following timelines parallel to those of the History lessons, K12 Art lessons introduce students to great works of art from different cultures and eras, while engaging them in creative activity, including painting, drawing, sculpting, and weaving using materials such as oil pastels, crayons, molding clay, plaster, yarn, and more. Students are introduced to the elements of art—line, shape, color—and identify different types of artworks such as portrait, landscape, and still life as they learn about important paintings, sculpture, and architecture. They study the works of famous artists and learn about different artistic movements such as Impressionism and Cubism and explore artistic traditions of diverse lands and cultures. Students also create their own works of art similar to those they have learned about, such as mobiles, collages, and stained glass.

**Music:** Spotlight on Music explores and builds foundational music skills. This course offers a variety of learning activities that include singing, dancing, virtual instruments, listening maps, and authentic sound recordings. Music comes to life in the course through six units that are organized into three sections: Spotlight on Concepts, Spotlight on Music Reading, and Spotlight on Celebrations. Students learn about these musical elements: duration, pitch, design, tone color, expressive qualities, and cultural context. Students explore music from around the world while also exploring beat, meter, rhythm, melody, harmony, texture, form, tone color, dynamics, tempo, style, and music background. Students also have the opportunity to perform seasonal and celebratory songs.

**World Languages:** K12 offers the only online language-learning program designed specifically for students in the lower elementary grade levels. The K12 offering in World Languages, Middlebury Interactive Languages, gives students a choice of World Language courses and helps students to read, write, speak, and listen for meaning in the languages they choose to study, with an overall emphasis on proficiency. Combining a variety of games, simple narratives, and regular writing and speaking challenges, the World Language program highlights common vocabulary terms and phrases, introducing younger students to a wide range of grammar patterns, while helping older students master numerous grammar principles. Courses prepare students to put their new language to use, incorporating the vocabulary and patterns they have learned.

In addition, culture lessons challenge younger students to recognize different cultural manifestations, while older students analyze and compare practices and perspectives of various cultures. Because learning a language involves a variety of learning skills, studying a foreign language can enhance a student's ability to learn and function in several other areas. Children who have studied a language at the elementary level score higher on tests in reading, language arts, and math. People who have learned foreign languages show greater cognitive development in areas such as mental flexibility, creativity, and higher order thinking skills, such as problem-solving, conceptualizing, and reasoning.

In addition to cognitive benefits, the study of foreign languages leads to the acquisition of some important life skills. Because language learners learn to deal with unfamiliar cultural ideas, they are much better equipped to adapt and cope in a fast-changing world. They also learn to effectively handle new situations. In addition, the encounter with cultures different from one's own leads to tolerance of diverse lifestyles and customs and it improves the learner's ability to understand and communicate with people from different walks of life.

### **High School Curriculum**

Whether targeting a top-tier, four-year university; a local community college; or an immediate career, high school students can choose from an array of appropriately paced course offerings in order to maximize their post-high school success.

K12 courses meet all graduation requirements, and the diversity of electives is designed both to help students earn their high school diploma and find their own path to post-high school success.

Math, English, Science, and History courses are offered in a range of levels (Core, Comprehensive, Honors, and Advanced Placement; see details below). Unlike other programs, where a student must be on a particular "academic path", the K12 program allows students to chart their own course, choosing from a number of levels of courses designed to match various aptitudes and goals. So, if a student excels

in Math and Science, they may take all Honors/AP courses in those subjects, while choosing from among Core or Comprehensive versions of English and History courses. These multiple course levels prevent students from being “locked in” to one level of a particular subject and reflect and support the natural progress and growth of each student. Foundational and credit recovery courses are offered to meet the needs of diverse learners.

K12 continues to invest in the high school curriculum to improve accessibility and interoperability with mobile devices. Most K12-produced textbooks, reference guides, literature readers, and lab manuals are now offered in a digital, online format (PDFs, eBooks) and are optimized for use with mobile devices. New content is developed following mobile-first development practices and support responsive design.

By using the K12 high school curriculum, the School allows students to harness the power of individualized learning by choosing from the following levels of Math, English, Science, and History courses:

- **Core courses:** Topics are broken into discrete modules that are taught in tandem with the framework students need to develop strong study skills. Rich, engaging content with interactive demonstrations and activities help students absorb and retain information.
- **Comprehensive courses:** Students do more extensive writing and research projects, and tackle problems that require more analytical thinking. Course projects and activities also demand more independent thinking and self-discipline than projects in Core courses.
- **Honors courses:** Students are held to a greater degree of accountability in which they must show even greater independence and self-discipline. Students synthesize and evaluate information and concepts from multiple sources and read texts typically assigned in college-level courses. Students also demonstrate college-level writing in essays that require analysis of primary and secondary sources, responsible use of evidence, and comprehensive citation of sources. Honors projects—emphasizing duration over time, group and collaborative work, and communication skills—are inspired by the principles embodied in the 21st Century Skills Initiative.
- **Advanced Placement (AP) Courses:** The K12 curriculum offers an AP array that is far larger than that in most conventional brick-and-mortar schools. K12 re-evaluates its AP catalog of courses in accordance with changing College Board guidelines, and student and school requests. AP courses are college-level courses that follow curriculum frameworks specified by the College Board. These courses are designed to prepare students for success on AP exams, providing students the opportunity to earn credit at many of the nation’s colleges and universities.

In SY2018-2019, K12 offers 17 Advanced Placement courses. Syllabi for those courses were officially approved through the College Board’s AP audit process from August through November 2018.

**History:** K12 high school History emphasizes the narrative of History—a narrative story that includes great historical figures as well as everyday people, and the governments, arts, belief systems, and technologies they have developed in various cultures over time. These History courses meet state and national standards for content and skills and are offered at levels appropriate to the student’s needs.



Courses in World History, Modern World History, United States History, and Modern United States History combine stunning textbooks (in both conventional and online formats) published by K12 and integrated with interactive online lessons that guide students' reading, reinforce major concepts, allow students to practice the skills of the historian, and enrich student learning through virtual field trips, discussion boards, and a variety of research and skills activities. Online lessons also integrate topics in Geography, Civics, and Economics into the study of history. Economics and U.S. Government courses are also offered to meet graduation requirements.

**English:** K12 high school English courses are designed to engage students in reading quality literature, writing in diverse genres, and communicating ideas in a variety of media. All courses offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. Students demonstrate their mastery of literal and inferential comprehension and then progress to more complex tasks of literary analysis and interpretation. K12 English courses focus on the craft of writing and the development of oral and written communication skills in standard (formal) English through structured lessons in composition, which include opportunities for teachers to provide frequent feedback so that students may revise and refine their work. By engaging in systematic practice in vocabulary, grammar, usage, and mechanics, and reading comprehension, students hone critical skills which are frequently found in standardized assessments.

**Science:** K12 offers a complete high school curriculum in science. The curriculum includes courses in physical science, biology, earth science, chemistry, physics and environmental science.

K12 science courses provide hands-on exploration: courses have the option to use real materials to conduct scientific laboratory investigations at home. Options also exist to take these courses using virtual laboratories that reflect actual laboratory experience in a virtual setting. Throughout the sweep of K12 high school science courses, students become familiar with, and practice using, science processes and scientific methods. They develop skills in areas such as questioning, hypothesizing, data collection and analysis, and forming scientific conclusions. Each K12 high school science course prepares students for college science courses, not only by providing solid, scientifically accurate content but also by developing laboratory awareness and skills, and by firmly anchoring students in scientific principles.

**Math:** K12 high school Math balances mastery of fundamental skills with critical thinking and problem-solving. The program emphasizes an active, research-based approach to ensure that each student understands the mathematical concepts, but also is able to master critical skills. Each course has both online and offline components. Online exploration, narration, and interactive activities help students develop and hone understanding of key concepts and skills. Online lessons also include worked examples that provide guidance and scaffolding to help students make connections between the concepts and the skills. Some worked examples are animated to bring the math to life, while others provide students with the ability to interact with a structured, partially-completed problem.

The textbooks (in both offline and digital formats) provide reference information, more worked examples. Robust, well-sequenced problem sets so students can learn by practicing are offered in every math course whether online or offline. Each lesson also includes resources that help teachers and mentors support students. Formative assessments come in the form of computer-scored quizzes. Summative assessments include computer-scored as well as teacher-graded components with robust rubrics.



Many courses are available in various levels including Core, Comprehensive, Honors, and AP. Among the math courses offered are Algebra I, Algebra II, and Geometry to meet graduation requirements.

**World Languages:** K12 offers a selection of World Languages for high school students that meet the graduation requirements for the 24 Credit Standard High School Diploma option and the 18 Credit Academically Challenging Curriculum to Enhance Learning (ACCEL) Diploma option.

**Elective Curriculum:**

K12's core curriculum is enhanced by a wide array of electives that enriches students' education in essential areas—including those identified by the 21st Century Skills and STEM initiatives—and will prepare students well for the world beyond high school. K12's elective curriculum includes courses in:

- **World Languages:** World Languages are increasingly important in the economy today, and students can take up to four years (including college-level AP) of courses in a variety of World Languages. K12's online language courses include recording technology so students' speaking ability can be accurately assessed by their teachers. Languages include: Spanish, French, German, Latin, Japanese, and Chinese.
- **Science:** Special interests in science can be pursued in Environmental Science, Renewable Technologies, Astronomy, or Forensic Science.
- **Social Science:** Students interested in the social sciences can elect to explore Anthropology, Psychology, Economics, Civics, Sociology, Family and Consumer Science, Archaeology, or Contemporary World Issues.
- **Fine Arts:** Electives in the arts include Fine Art, Music Appreciation, and AP Art History.
- **Technology and Computer Science:** A variety of technology and computer science courses are in K12's portfolio, ranging from basic Computer Literacy to AP Computer Science. Students may explore career avenues with courses including Java Programming, Digital Art, Image Design and Editing, Audio Engineering, Engineering Design/CAD, C++ Programming, and Web Design. Technology and computer science courses are heavily project-based, and students complete the courses with portfolios of completed work.
- **Business:** Students are given additional opportunities to explore careers with Introduction to Marketing I and II and Accounting. They can get practical experience in creating budgets, developing long-term financial plans to meet their goals, and making responsible choices about income and expenses with Personal Finance. Consumer Math's comprehensive review and study of arithmetic skills has both personal and vocational applications.
- **Health and Physical Education:** Students can earn credit and learn essential skills with the courses Skills for Health and Physical Education. Physical Education, which may be repeated for additional semesters as needed to meet state standards, requires daily physical activity, verified by a parent or mentor. Both courses are also available as credit recovery.
- **Communications:** Students can pursue their interests in communications with courses in Journalism, Public Speaking, or Creative Writing.
- **Elective Advanced Placement courses:** Including Macroeconomics, Microeconomics, and Psychology: Depending on the policies of the college they attend, students may receive college credit, advanced placement, or both by taking the AP exam associated with an AP course and earning a score of 3 or higher.

- **College and Career Readiness:** Students are guided through high school with a series of courses called Finding Your Path. These courses, which include K12's school-counseling tool, help students navigate the unique challenges of each year of high school, plan ahead, and meet their goals. Other courses that focus on study skills, school success, and future plans include Reaching Your Academic Potential and Achieving Your Career and College Goals. Students may also get valuable work experience and school credit for projects they design themselves in Service Learning. Examples of college and Career Readiness courses include:

### **Career Technical Education**

K12 recognizes that student plans after high school will vary and may include immediate immersion in the work force as well as post-secondary education. K12 has recently augmented their catalog and will continue to expand their offerings in the area of CTE to increase students' career and industry readiness by high school graduation. Examples of these CTE offerings extend from individual courses that are part of their catalog to sequences of courses in programs that result in preparedness to earn industry-recognized certifications.

K12 offers a wide range of CTE courses, from career exploration courses to in-depth content in 30 of the Career Pathways™ in six of the sixteen National Career Clusters™. K12 is continuing to develop additional exploration courses and in-depth courses based on other pathways identified in the National Career Cluster Framework.

### **Remediation and Credit Recovery**

K12 and its curriculum experts are prepared to meet all students where they are. The K12 curriculum also provides two kinds of courses for struggling students, "at risk" students, and students who have not successfully completed courses required for graduation:

- **Remediation courses:** These courses bring students up to grade level in math and English—guiding them through the skills and knowledge needed for success. Remediation courses evaluate students' current knowledge and provide the instruction needed for them to successfully continue their studies at a high school level.
- **Credit recovery courses:** These courses allow students to gain credit for courses they have previously taken and not completed successfully. They include diagnostic unit tests assessing students' understanding of fundamental content and direct them to review or move ahead accordingly. Fresh, engaging content delivered with new approaches helps students grasp concepts they missed the first time. Designed to provide flexibility in delivering teacher support, these courses include computer-graded assignments and assessments with the option to augment teacher-graded assignments and assessments, as appropriate.

### **SPECIFIC RESEARCH AND BEST PRACTICE USED IN DESIGN**

K12 provides a rich, research-based curriculum that has been proven to deliver strong student achievement and growth. The program is designed to meet the needs of diverse student populations by integrating multiple assessment tools, cognitive learning strategies, and instructional supports. The pedagogical approach incorporates development of a research-based curriculum with built-in cognitive science-based learning strategies and a design that anticipates and assesses for common misconceptions that interfere with student learning and progress. K12 provides a full service product unique in the e-

learning space through its award-winning curriculum and instructional supports, training, and professional development for teachers designed to leverage best practices from brick and mortar classrooms that are adapted to the e-learning environment.

### **A Research-based Pedagogical Basis**

Extensive and ongoing research ensures that the K12 curriculum is based on sound principles of instructional design and delivery. The research base includes:

- **Research on the Structure of Expert Knowledge:** (including mathematicians, scientists, historians, writers, and others) to map the relationships among big ideas, facts, and skills in each subject area
- **Research on General Instructional Principles:** empirically-tested principles of online instruction using multimedia resources
- **Research on Teaching Specific Topics and Addressing Possible Misconceptions:** helping students overcome misconceptions related to complex instructional objectives
- **iNACOL National Standards for Quality Online Courses, version 2:** including online course guidelines for content, instructional design, student assessment, technology, and course evaluation and support
- **Proven Strong Student Achievement and Outcomes:** performance evaluations based on a variety of assessments administered throughout the school year to inform and evaluate the teaching and learning cycle
- **A Curriculum Designed to Meet Diverse Needs:** providing unit-level and lesson-level goals and objectives, online and offline activities, and other attributes to meet diverse student needs
- **Multiple Assessment Tools and Strategies:** assessment tools and strategies linked to learning objectives allowing students to demonstrate what they have learned in a variety of ways
- **Cognitive Science Research on How Students Learn:** K12 has an Assessment and Research team dedicated to reviewing and synthesizing cognitive science research who work with course development teams to ensure that K12 course developers draw on methods shown by scientific research to be effective in improving learning. The Assessment and Research team includes a doctorate-level cognitive science statistician who has conducted original research specific to e-learning teaching methods and tools in addition to studies of the effectiveness of their curricula. In addition to the cognitive science research that goes into K12 curriculum, the team also conducts evaluations of the assessment materials that are used to measure student performance as they move through the courses. The alignment between the cognitive research, student performance measurement, and instructional strategies are targeted to ensure best practice and student accessibility to K12 curriculum.

K12 Inc. has documented how our courses are aligned to Florida online courses including alignment to the Florida Standards, the Mathematics Florida Standards (MAFS), Language Arts Florida Standards

(LAFS), and the Next Generation Sunshine State Standards for Science (NGSSS)). The K12 curriculum is also aligned to K12 Inc.'s mission to help students reach their full potential through inspired teaching and personalized learning.

### **iNACOL National Standards for Quality Online Courses, version 2**

In 2007, the International Association for K-12 Online Learning (iNACOL) published standards based closely on work originally formulated by the Southern Regional Education Board (SREB). iNACOL's standards outline quality guidelines for online courses—covering content, instructional design, student assessment, technology, and course evaluation and support. Schools and other educational organizations use these standards as a rubric for evaluating the quality of any online courses they wish to offer. The iNACOL standards were revised in late summer 2011. K12's courses have been so widely recognized for embodying best practices for online learning that K12's curriculum department was invited to join the committee for revising the standards. Version 2—published in October 2011—includes reformulated standards that are more easily applicable and verifiable in the growing landscape of different online scenarios.

A K12 evaluation of its courses against the iNACOL standards reveals high marks for compliance. Documentation for alignment with the 2011 standards is available for review.

### **Proven to Deliver Strong Student Achievement and Outcomes**

To assess the effectiveness of curriculum and instruction across all K12 public school programs (which, state by state, follow different standards and administer different assessments), K12 uses a variety of readiness, formative, summative, and state-required assessments at applicable grade levels. Readiness assessments offer an initial benchmark for student skill level in each core area, which allows teachers to differentiate instruction based on student needs. Summative and state-required assessments are used to measure student learning at culminating points in a student's academic career, such as at the end of a semester or the end of the school year. Student performance is evaluated to inform and evaluate the teaching and learning cycle.

### **A Curriculum Designed to Meet Diverse Needs**

- Each K12 course follows a carefully organized scope and sequence articulating measurable unit-level goals and lesson-level objectives that clearly state what students should know and be able to do at the end of the course. To help students master the objectives, K12 creates and assembles a wide variety of learning components to satisfy the diverse needs of students in multiple learning environments.
- K12 lessons address multiple learning styles, including auditory, visual, and kinesthetic modalities. The online curriculum is designed in a rich, multimedia format to engage different learning intelligences, particularly visual and kinesthetic learners who are often harder to engage through traditional teaching methods.
- Online and offline activities within the K12 curriculum can be adapted in ways to accommodate student needs, and new tools allow high school teachers to adjust and augment curriculum for individual students.



- The K12 curriculum includes several types of activities to enhance students' critical thinking. As students develop factual knowledge, problem-solving skills, and conceptual understanding, they practice critical thinking through a variety of tasks that require them to reflect on what they've learned and how it applies to new tasks and situations.
- K12 is committed to delivering a curriculum that is multicultural, pluralistic, and inclusive. Curriculum developers are trained in how to guard against demographic, geographic, political, racial, and intellectual bias.

#### **A Curriculum with Multiple Assessment Tools and Strategies**

- K12 assessments employ a variety of formats, allowing students to demonstrate what they have learned in a variety of ways, from online computer-scored multiple choice tests to extended performance tasks evaluated by the teacher. In many courses, teachers are provided detailed rubrics to guide evaluation.
- K12's assessments are consistently linked to clearly-stated learning objectives designed to capture varying depths of knowledge, including recall of factual information, deep understanding of concepts, strategic application of concepts and skills, and metacognitive knowledge. Instructional activities are built directly from the objectives and related to the assessment items, ensuring coherent alignment of objectives, instruction, and assessment.
- Appropriate assessments are built into almost every lesson to evaluate mastery and guide instruction to remediation or enrichment.

#### **BASIS FOR AND FREQUENCY OF REVISION**

K12 Inc. reviews course content on a regular basis to update and enhance course content, materials, instructions and assessments. Every student and teacher benefits from courses including assessments that take advantage of the newest standards, proven instructional methods and the latest technology. Regardless of the reason, K12 Inc. is committed to maintain up-to-date, standards-based, fully aligned courses. K12 Inc. has an in-house product development team that stays in touch with changes and quickly acts to keep courses current.

Each year our content development group prepares a development plan for new courses and course enhancements based on emerging needs, client feedback, and input from teaching staff. In general, K12 courses are revised or redeveloped every few years, depending on age and changes in academic standards. State and national standards are subject to review and change for any given year due to real world contexts.

User feedback is reviewed daily and minor changes, called "maintenance", are made throughout the year based on the feedback. Feedback is a crucial part of the course development process and maintenance of the course.



## RESEARCH RELATED TO EFFECTIVENESS OF CURRICULUM

K12 Inc., using the K12 suite of services and instructional curriculum and courseware has shown academic success and achievement in the schools it serves across the country.

- In 2018, AdvancED, a nonprofit nationwide accreditation agency for schools and school systems, renewed its five year quality assurance accreditation of K12 Inc. AdvancED is the world's largest education community. AdvancED was created through a 2006 merger of the PreK-12 divisions of the North Central Association (NCA) and the Southern Association of Colleges and Schools (SACS)—and expanded through the 2011 acquisition of the Northwest Accreditation Commission (NWAC).

AdvancED conducts rigorous, on-site external reviews of PreK-12 schools and school systems to ensure that all learners realize their full potential. AdvancED Education Service Agency (ESA) Accreditation is a systems approach to improving learner performance results over time. This Accreditation recognizes that increasing student achievement is more than improving instruction. It is a result of how effectively all the parts of the corporation - the leadership, schools, and classrooms served - work together to meet the needs of learners.

To earn and maintain Accreditation, K12 Inc. must:

- Meet quality standards set forth by AdvancED.
- Engage in a continuous process of improvement.
- Demonstrate quality assurance through internal (Self-Study) and external review (Quality Assurance Review).
- In 2015, the FuelEd Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010.
- In 2007, K12 Inc. managed public schools graduated their first cohort of just 12 students. Since that time, more than 40,000 students have earned a high school diploma including more than 8,500 students who graduated in 2018 from online and blended schools using the K12 education program. Students graduating from K12 Inc. virtual schools have enrolled in hundreds of higher education institutions. They can be found attending selective universities, schools of liberal arts, culinary arts, business, fine arts, and top technology and fashion institutes, among others. Graduates are also going into careers--in the military, apprenticeship programs, on the job training or directly into the workforce.

### **K12's Suite of Curriculum Content and Assessment**

School leaders and teachers will review curriculum, assessments, and supplemental materials each year or upon a change in state standards and/or assessments, to ensure standards alignment and ability to differentiate instruction and assessment. This includes instructional mapping, which is a process for collecting and planning instruction using curriculum related data that identify core skills, processes employed, and priority standards for each subject area and grade level. Modifications will be made throughout the year as determined by the school leaders and teachers as necessary.

K12's highly credentialed subject matter experts bring their own scholarly and teaching backgrounds to course design and development and are required to maintain relationships with and awareness of guidelines from nearly 70 national and international subject area associations.

- AAAL—American Association for Applied Linguistics
- AAAS—American Association for the Advancement of Science
- AAPT – American Association of Physics Teachers
- AATF—American Association of Teachers of French
- AATG—American Association of Teachers of German
- AATSP—American Association of Teachers of Spanish and Portuguese
- Accessible Book Consortium
- ACL—American Classical League
- ACTE – Association for Career and Technical Education
- ACTFL—American Council on the Teaching of Foreign Languages
- ADA National Network
- ADP/Achieve.org—American Diploma Project from [www.Achieve.org](http://www.Achieve.org)
- Advance CTE
- AERA—American Educational Research Association - <http://www.aera.net>
- APA—American Philological Association
- Assistive Technology Industry Association
- CCSSO—Council of Chief State School Officers – [www.ccsso.org](http://www.ccsso.org)
- CEFR—Common European Framework of Reference for Languages
- Center for Civic Education
- Center on Online Learning and Students with Disabilities
- CLTA—Chinese Language Teachers' Association
- CRESST—National Center for Research on Evaluation, Standards, & Student Testing – [www.cresst.org](http://www.cresst.org)
- Final Report 2008: Foundations for Success
- Getty Education Institute for the Arts
- Head Start
- IAD—International Dyslexia Association
- ILR—International Language Roundtable
- ILTA—International Language Testing Association
- iNACOL—International Association for K–12 Online Learning
- IRA—International Reading Association
- IUPAC—International Union of Pure and Applied Chemistry
- MCREL—Mid Continent Research for Education and Learning
- NAEA—National Art Education Association
- NAEP—National Assessment of Educational Progress – [www.nces.ed.gov/nationsreportcard](http://www.nces.ed.gov/nationsreportcard)
- NAS—National Academy of Science
- NASPE—National Association for Sport and Physical Education
- National Art Education Association
- National Association for Gifted Children
- National Association for Music Education
- National Center on Accessible Education Materials
- National Center on Universal Design for Learning

- National Geographic
- National Mathematics Advisory Panel
- NCAA
- NCEE—National Council on Economic Education
- NCES – National Center for Education Statistics – [www.nces.ed.gov](http://www.nces.ed.gov)
- NCHE—National Council for History Education
- NCHS—National Center for History in the Schools
- NCSA—National Conference on Student Assessment - <http://www.ccsso.org/ncsa.html>
- NCSS—National Social Studies Standards
- NCTE—National Council of Teachers of English
- NCTM—National Council of Teachers of Mathematics
- NETS/ISTE—National Educational Technology Standards from the International Society for Technology in Education
- NGSS—Next Generation Science Standards
- NICHD—National Institute of Child Health and Human Development
- NIFL—National Institute for Literacy
- NRP—National Reading Panel
- NSTA—National Science Teachers Association
- PARCC—Partnership for Assessment of Readiness for College and Careers
- Partnership for 21st Century Skills
- PISA—Programme for International Student Assessment – [www.oecd.org/pisa/aboutpisa](http://www.oecd.org/pisa/aboutpisa)
- President's Council on Fitness, Sports, and Nutrition
- Quality Indicators for Assistive Technology
- Smarter Balanced Assessment Consortium
- Teachers of English to Speakers of Other Languages
- The College Board
- The President's Challenge
- W3C—World Wide Web Consortium
- WCAG—Web Content Accessibility Guidelines

#### **EVIDENCE THAT CONTENT IS FREE OF BIAS AND ACCESSIBLE FOR STUDENTS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY**

Bias is prevented in both content and assessments by rigorous training of Content Specialists, Writers, Instructional Designers, Visual Designers, and Editors. The K12 Inc. Style Guidelines devote a section to how to guard against demographic, geographic, political, racial and intellectual bias. Here is our policy statement on the issue:

#### ***Multiculturalism and the K12 Curriculum Within the American and Global Contexts***

*The motto on the Great Seal of the United States—E pluribus unum (“out of many, one”)—affirms the bold ambition of our country to forge a unified nation out of a wide diversity of backgrounds and beliefs. At K12 Inc., we believe that students should understand and value both the pluribus and the unum—that they should learn about both the cultural diversity that distinguishes our nation and the common inheritance that unites us as Americans.*

*The vision for K12 Inc. announced in 2007 placed that unifying American inheritance, which remains at the core of our curriculum, within a more global context:*

*Our Vision: To provide any child access to exceptional and meaningful curriculum and tools that enables him or her to maximize his or her success in life regardless of geographic, financial, or demographic circumstance. The ideals of the italicized words were realized in 2008 through the creation of the K12 Inc. International Academy, now serving students around the world.*

*To help our students grasp the common American inheritance within its global context, K12 Inc. is committed to developing a curriculum that is multicultural, pluralistic, and inclusive—a curriculum that seeks to weave many and diverse strands into the educational tapestry. Through this curriculum, we seek not only to educate students who are academically well prepared but also to develop students who*

- Understand the characteristics and contributions of American culture and cultures throughout the world.*
- Understand that societies reflect contributions from many cultures.*
- Develop attitudes of mutual acceptance and respect for others, regardless of heritage, background, gender, disability, or social status.*

*To achieve these goals, we feel it is important to broaden students' knowledge of the world beyond themselves; reach beyond the particularities of their immediate situation and singular heritage; and open their mind and imagination to a diverse range of people, cultures, ideas, and achievements. Mutual respect and understanding begin when one can transcend provincial limitations and see oneself as part of both an interdependent global community and a larger historical process.*

### **Accessibility for Students with Disabilities and Limited English Proficiency**

Since 2001, K12 Inc. has served students with disabilities. In the SY2015-2016 about 13.8% of students attending K12 Inc. virtual academies which are responsible for providing special education services are students with exceptionalities across all disability categories. Students with disabilities are served in accordance with federal and state regulations including Section 504 of the Rehabilitation Act of 1973 (and amendments thereto, at 29 USC Section 794 et seq. and its implementing regulations at 34 CFR Section 104), and the Individuals with Disabilities Educational Act ("IDEA" at 10 USC Section 14010 et seq. and its implementing regulations at 34 CFR section 300). A free and appropriate education is provided to such students in accordance with their Individualized Education Programs (IEPs), as required by the IDEA, and 504 plans as required by Section 504 of the Rehabilitation Act and the most recent, Americans with Disabilities Amendment Act (ADAA). K12 Product Development utilizes the Web Content Accessibility Guidelines 2.0 Level A and AA ([WCAG 2.0 A & AA](#)) as the rubric we strive for in making sure our curriculum, communication, and resources are accessible. This is done to provide an accessible platform that is compatible with accessibility API's, assistive technology, and language translation programs. Our use of a variety of resources including the National Instructional Media Access Center, Book share and other means of flexible formatting help us to be able to meet the accessible educational media needs of our users in accordance with the National Instructional Media Standard (NIMAS).

To meet the needs of exceptional learners, our K12 virtual education courses are accessible, meaning exceptional learners can physically access the information and learning resources as effectively as

students not identified as exceptional. Our courses are also supportive, meaning the exceptional learner finds support built into the course design, materials, and learning activities that minimize the negative impact of the student's learning weaknesses and maximize the use of their learning strengths. Students enrolled in virtual charter schools and district virtual instruction programs served by K12 Florida LLC ("K12") are provided with accessibility to all coursework in accordance with their Individualized Education Programs (IEPs) through resources (from K12 and/or the school district, as applicable) tailored to each student's individual abilities and needs, including assistive technologies and individualized support.

K12 curriculum is designed using the concept of Universal Design for Learning (UDL) and provides students with:

- multiple means of representation so that learners have various options for acquiring information*
- multiple means of expression so that learners have alternative ways to show that learning has occurred*
- *multiple means of engagement to increase motivation and tap into students' interests*

### ***Multiple Means of Representation***

- Content presented in video, audio, slide show and other
- Reading materials at multiple difficulty levels
- Reading materials with supportive resources
- Presentations at variable complexity levels
- Graphic representations such as concept maps and graphic organizers
- Illustrative representations such as diagrams and simulations

### ***Multiple Means of Expression***

- Alternative forms of text input and other augmentative communication tools
- Media-based assignments: drawings, maps, diagrams, videos, slideshows, web pages
- Reduced text assignments: outlines, concept maps, tables, graphs, hands-on activities
- Supportive tools: spelling and grammar checkers, drawing programs, outliners
- Social networking options: online chat, instant messaging
- Shared writing and peer editing

### ***Multiple Means of Engagement***

- Role-playing
- Online chat
- Threaded discussions
- Brainstorming activities
- Team inquiry projects
- Online experiments

Web-based content in K12 courses are made accessible to students with disabilities by incorporating:

- digital books, text-to-speech software, large print text, graphic images, or manipulatives
- response accommodations such as a word processor with voice recognition, graphic organizers, or other.
- technologies such as screen reader software, screen magnifiers, word prediction software, audio



- books or other more traditional technologies and supports.
- Scheduling accommodations such as extended due dates, shorter periods of work time, or assignments presented in small chunks (Beech, 2012).

### **Accessibility for Students with Limited English Proficiency**

The K12 courseware lends itself to providing age- and grade- appropriate content for English Learners. EL students will receive comprehensive instruction for the core curriculum to ensure progress that is comparable to that of native English speakers.

The flexibility of the curriculum allows sheltered instruction and mainstream/inclusion delivery models to be integrated so that EL students are provided with equal access to the same scope and sequence as the instruction provided to the non-EL students at the same grade levels, while providing specific accommodations.

In the sheltered instructional model, students are “sheltered” in the sense that they do not compete with fluent speakers of English. Teachers adjust the level of instruction to ensure that students understand the grade level curriculum. This type of instruction enables ELs to become proficient in English and facilitates the acquisition of academic language necessary to succeed in content area classrooms. In the mainstream inclusion model, EL students receive instruction with ESOL strategies during the synchronous sessions with non-EL students.

The curriculum will enable students in the EL program to meet the same curriculum standards as non-EL students in English/Language Arts and content area instruction. A program of EL instruction will be implemented according to the student’s individual needs based on their EL plan, and will be delivered by teachers with appropriate certification and/or endorsement. Instruction will be designed to develop the student’s mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible. In addition to providing EL instruction, cyber charter schools and district virtual instruction programs served by K12 will also ensure that teachers are implementing EL strategies in mathematics, science, social studies, and other courses on the student’s schedule following state guidelines.

In addition to the core curriculum, general EL instructional strategies will:

- Provide a learning environment that provides a sense of comfort
- Establish a daily routine for the student
- Use as many of the senses as possible to present information to students
- Provide EL students guidelines for written work
- Provide alternative instruction when appropriate
- Arrange small discussion and talking activities that permit students to practice verbal skills
- Utilize oral techniques
- Utilize graphic organizers such as webbing and semantic maps
- Modify lesson objectives according to the language level of the EL student
- Use manipulatives to help students visualize the math concepts
- Allow students to use computational aids such as number lines, abacus, counters and computation charts
- Teach math concepts and computation procedures through games and kinesthetic activities

- Give practice in reading word problems by identifying the key words to determine the operation needed to solve the problem
- Utilize the cooperative learning approach in which the student is given the opportunity for peer instructions

## **NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA) COURSE APPROVAL**

Since its inception, K12 Inc. has been committed to creating thoroughly researched, high quality curriculum that is aligned to state and national standards. In the past, the National Collegiate Athletic Association (NCAA) has found K12 core courses as meeting the requirements for establishing the initial-eligibility status for high school student-athletes wishing to compete in college. However, course eligibility is dependent on each school's delivery model based on their compliance with NCAA non-traditional legislation by applying as a Non-traditional Program. Additional information can be found at: [http://fs.ncaa.org/Docs/eligibility\\_center/OVN/New\\_School\\_Review\\_Tutorial.pdf](http://fs.ncaa.org/Docs/eligibility_center/OVN/New_School_Review_Tutorial.pdf)

## **POLICIES AND PROCEDURES**

**All school policies and procedures. To address specific questions in this application, please provide policies and procedures related to the following topics in an easy-to-find location on this disclosure website so they can be reviewed: non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements.**

Nine documents have been provided that collectively address the requested policies and procedures for cyber charter schools and district virtual instruction programs (including the *Florida Cyber Charter Academy Parent/Student Handbook* and the *Florida Learning Coach Success Guide*). K12 follows all district mandates and policies as outlined in the individual district contracts. Information about those unique district policies and procedures can be found on K12's *All Participating Schools in Florida* website [www.k12.com/participating-schools/florida](http://www.k12.com/participating-schools/florida).

Policies and procedures related to the following topics for cyber charter schools that K12 provides virtual instruction services to (non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements) can be found by clicking on the Florida Virtual Instruction Programs Disclosure Information link on K12's website ([www.k12.com](http://www.k12.com)) which will take visitors to the K12 Virtual Instruction Provider Information and the following documents and others:

- Academic Integrity Policies and Parental Supervision
- Anti-Discrimination Policy
- Attendance Participation and Performance Policy
- Nonsectarian Policy
- State Testing Policies and Procedures
- Student Admission and Enrollment Eligibility and Requirements
- Teacher and Parent Responsibilities and Teacher to Student and Parent Interactions
- FLCCA Parent/Student Handbook 2018-2019

- Florida Learning Coach Success Guide

#### **CERTIFICATION STATUS AND PHYSICAL LOCATION OF STAFF**

**Certification status and physical location (state of residence) of all administrative and instructional personnel, to include state certification(s), highly-qualified status, out-of-field, National Board certified, ESOL-endorsed or similar credential in other state, and reading-endorsed or similar credential in otherstate.**

The certification status and physical location (state of residence) of all administrative and instructional personnel employed in district virtual instruction programs and cyber charter schools served by K12 at the time of this application are found on the disclosure website [www.k12.com](http://www.k12.com) in documents “FLCCA Instructional and Administrative Staff” and “K12 Florida LLC District VIP Instructional and Administrative Staff”.

#### **HOURS AND AVAILABILITY OF INSTRUCTIONAL PERSONNEL**

Individual teachers are available during the traditional school day and will set appointments to meet with parents and/or students outside of the traditional day when necessary. Teachers are expected to respond to communications within 24 hours and grade assignments within 72 hours.

#### **AVERAGE STUDENT-TEACHER RATIOS AND TEACHER LOADS**

- **Average student-teacher ratios and teacher loads for full-time and part-time teachers by grade-level bands K-3, 4-8 and 9-12 and for core and elective courses.**

K12 takes into account the needs of the individual students, families, schools, and teachers in assigning teacher loads. An average teacher load for elementary grades K-3 full-time core courses is 65; grades K-3 part-time core courses (0.5 teacher) is 35; average teacher load for K-3 full time electives is 250, and K-3 part time (.5) electives is 125. For the grade level band of 4-8 the average teacher load is calculated taking into consideration the 4-5th grade average teacher load and the 6-8th grade average teacher load. The grades 4-5 average teacher load mirrors the grades K-3 average teacher load, and the grades 6-8 average teacher load mirrors the grades 9-12 average teacher load. As such, the average teacher load for grades 4-8 full-time core courses is 132; grades 4-8 part-time core courses (0.5 teacher) is 67; average teacher load for grades 4-8 full time electives load is 250, and grades 4-8 part time (.5) electives is 125. An average teacher load for grades 9-12 full-time core courses is 200; grades 9-12 part-time core courses (0.5 teacher) is 100 ; average grades 9-12 full time electives load is 250, and grades 9-12 part time (.5) electives is 125.

Students in the online environment are not divided up into class periods, and as such student-teacher ratios in this environment are complex to calculate. Teachers most often work with students in a 1:1 ratio to review course content, provide individualized feedback or deliver instructional support. Teachers may also work in small groups with students in a 5:1 or 10:1 or 25:1 setting for support or direct instruction. Other interactions or class meetings can be up to 200:1 if the full class is invited to a synchronous session. The student teacher ratio is fluid based on the nature of the student-teacher interaction. Using the average teacher loads, and considering a typical brick and mortar school day of 6 periods for grades 6-12 and electives (with grades K-3 not divided into class periods), the

average student-teacher ratios can be calculated as follows: grades K-3 full time core courses 65:1; grades K-3 part time core courses 35:1; grades K-3 grades full time electives 42:1; grades K-3 part time electives 21:1; grades 4-8 full time core 22:1; grades 4-8 part time core 11:1; grades 4-8 full time electives 42:1; grades 4-8 part time electives 21:1; grades 9-12 full time core 33:1; grades 9-12 part time core 17:1; grades 9-12 full time electives 42:1; and grades 9-12 part time electives 21:1.

## STUDENT COMPLETIONS AND PROMOTIONS

- Student completions (percent completions and percent successful completions) and promotion rates in total and by subgroup\*. Student completion calculations are to include all students who are enrolled for more than 14 calendar days in a course.

### Completion and Promotion in District Virtual Instruction Programs

District virtual instruction programs served by K12 had a completion rate of 92.60% for the 2015-2016 school year, 91.10% for the 2016–2017 school year, and 90.36% for the 2017-2018 school year. Completion rates include all students who were enrolled for more than 14 calendar days in a course.

In the grades K-8 district virtual instruction programs, student completion rates are the same as the successful completion rates and student promotion rates. However, in high school a student is not necessarily retained due to a failed course, but will be considered a successful completer for only courses they pass. For example, if they passed Algebra in semester one, but not in semester 2, the student would be considered a successful completer for only semester 1 of Algebra.

Percent of Subgroup Completions and Promotions by School Year			
	% of Completions/ Promotions in SY15-16	% of Completions/ Promotions in SY16-17	% of Completions/ Promotions in SY17-18
English Language Learner	100.00%	90.00%	83.33%
Free & Reduced Lunch Eligible <sup>1</sup>	93.36%	90.02%	87.82%
Special Education	92.73%	92.06%	78.87%
504 Plan	87.50%	87.50%	91.67%
Gifted or Talented	100.00%	100.00%	100.00%

<sup>1</sup> Where any of the following phrases are used throughout this document, the subsequent information contained in this footnote is to be considered applicable: “Free & Reduced Lunch Eligible”; “Free/Reduced Lunch Students”; “Economically Disadvantaged”; and “economically disadvantaged students.” Laws and regulations vary significantly from one state to the next and are constantly evolving. States sometimes change policies and practices regarding how to identify students who are economically disadvantaged. For example, determining how and which students are eligible for free and reduced-price lunch. Data shows that these students usually underperform students identified as not eligible for subsidized meals. There are several different methods of identifying students who are economically disadvantaged. Public schools must comply with state policies regarding identification and reporting of students who are economically disadvantaged. State online schools face unique challenges when identifying students who are economically disadvantaged, and our internal data may be different than state reported data on the schools.

<b>School Year 2015 – 2016 Completions and Promotions for Ethnic Subgroups</b>			
<b>Ethnic Subgroups</b>	<b># of Students that Completed Coursework and were Promoted</b>	<b>Total # of Students Participating</b>	<b>Completion/ Promotion</b>
African-American	16	16	100.00%
American Indian	*	*	*
American Indian or Alaska Native	*	*	*
Asian	19	19	100.00%
Asian or Pacific Islander	*	*	*
Black (not Hispanic)	19	22	86.36%
Black or African-American	93	103	90.29%
Declined to State	*	*	*
Hispanic	65	69	94.20%
Hispanic or Latino	134	138	97.10%
Multi-racial	11	14	78.57%
Native Hawaiian or Other Pacific Islander	*	*	*
Other	*	*	*
Undefined	145	156	92.95%
White	76	80	95.00%
White (not Hispanic)	95	100	95.00%
White or Caucasian	326	360	90.56%
<b>Grand Total</b>	<b>1013</b>	<b>1094</b>	<b>92.60%</b>

\*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (\*).

<b>School Year 2016 - 2017</b>			
<b>Ethnic Subgroups</b>	<b># of Students that Completed Coursework and were Promoted</b>	<b>Total # of Students Participating</b>	<b>Completion/Promotion</b>
African-American	13	13	100.00%
American Indian	*	*	*
American Indian or Alaska Native	*	*	*
Asian	29	32	90.63%
Asian or Pacific Islander	*	*	*
Black (not Hispanic)	17	18	94.44%
Black or African-American	121	132	91.67%
Declined to State	**	**	**
Hispanic	31	32	96.88%
Hispanic or Latino	141	156	90.38%
Multi-racial	*	*	*
Native Hawaiian or Other Pacific Islander	*	*	*
<i>Continued on next page.</i>			



**School Year 2016-2017, continued**

Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
Other	*	*	*
Undefined	186	198	93.94%
White	40	41	97.56%
White (not Hispanic)	65	68	95.59%
White or Caucasian	396	451	87.80%
Grand Total	1065	1169	91.10%

\*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (\*).

\*\*No students in this population.

**School Year 2017-2018**

Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	*	*	*
American Indian	**	**	**
American Indian or Alaska Native	*	*	*
Asian	26	28	92.86%
Asian or Pacific Islander	*	*	*
Black (not Hispanic)	*	*	*
Black or African-American	110	120	91.67%
Declined to State	*	*	*
Hispanic	25	27	92.59%
Hispanic or Latino	115	130	88.46%
Multi-racial	*	*	*
Native Hawaiian or Other Pacific Islander	*	*	*
Other	*	*	*
Undefined	192	207	92.75%
White	25	25	100.00%
White (not Hispanic)	45	48	93.75%
White or Caucasian	393	444	88.51%
Grand Total	965	1068	90.36%

\*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (\*).

\*\*No students in this population.

## Promotion Rates in Florida Cyber Charter Academies

Below are promotion rates by school and by special category for SY2015-16 and SY2016-2017. These numbers represent the percentage of students that moved up at least one grade level from one school year to the next. SY2017-2018 school promotion rates were not available from FLDOE at the time of the submission of this application.

AGGREGATE PROMOTIONS BY SCHOOL					PERCENTAGES	
Dist #	Dist Name	School #	School Name <sup>2</sup>	Year Opened	SY15-16	SY16-17
6	Broward	5059	FLCCA at Broward County	13-14SY	92.40%	**
10	Clay	663	FLCCA at Clay County	14-15SY	*	94.74%
16	Duval	5371	FLCCA at Duval County	13-14SY	58.57%	69.19%
29	Hillsborough	7678	FLCCA at Hillsborough County	14-15SY	84.30%	*
49	Osceola	153	FLCCA at Osceola County	12-13SY	74.58%	96.58%
50	Palm Beach	4040	FLCCA at Palm Beach County	13-14SY	97.28%	**
51	Pasco	4325	FLVA at Pasco County	13-14SY	72.93%	85.89%
52	Pinellas	7341	FLVA at Pinellas County	14-15SY	71.95%	93.91%

\*: To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed.

\*\* : No students in this population.

FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY SPECIAL POPULATION	PERCENTAGES	
	SY15-16	SY16-17
<b>BROWARD</b>		
Students with Disabilities	87.50%	**
Free/Reduced Lunch Students	91.11%	**
ESL Students	80.00%	**
<b>CLAY</b>		
Students with Disabilities	*	100.00%
Free/Reduced Lunch Students	*	100.00%
ESL Students	*	**
<b>DUVAL</b>		
Students with Disabilities	44.83%	63.64%
Free/Reduced Lunch Students	51.00%	67.29%
ESL Students	50.00%	33.33%
<b>HILLSBOROUGH</b>		
Students with Disabilities	75.86%	*
Free/Reduced Lunch Students	81.82%	*
ESL Students	60.00%	*

*Continued on next page.*

<sup>2</sup> By June 30, 2016, Florida virtual charter schools managed by K12 Florida LLC changed their names from "Florida Virtual Academy (FLVA) at XX County" to "Florida Cyber Charter Academy (FLCCA) at XX County." A few school district authorizers, however, continued to use the FLVA naming convention after 6.30.16, for instance, when reporting virtual charter school data to FLDOE. In this application, we have referenced each virtual charter school according to the school name used by FLDOE in its reports.

<b>FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY SPECIAL POPULATION, continued</b>	<b>PERCENTAGES</b>	
	<b>SY15-16</b>	<b>SY16-17</b>
<b>OSCEOLA</b>		
Students with Disabilities	53.85%	100.0%
Free/Reduced Lunch Students	73.33%	94.29%
ESL Students	33.33%	75.00%
<b>PALM BEACH</b>	<b>SY15-16</b>	<b>SY16-17</b>
Students with Disabilities	95.65%	**
Free/Reduced Lunch Students	89.29%	**
ESL Students	**	**
<b>PASCO</b>	<b>SY15-16</b>	<b>SY16-17</b>
Students with Disabilities	50.00%	82.14%
Free/Reduced Lunch Students	57.78%	88.14%
ESL Students	**	66.67%
<b>PINELLAS</b>	<b>SY15-16</b>	<b>SY16-17</b>
Students with Disabilities	69.57%	96.15%
Free/Reduced Lunch Students	59.32%	98.41%
ESL Students	**	100%

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\*\*No students in this population.

<b>FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY ETHNICITY</b>	<b>PERCENTAGES</b>	
	<b>SY15-16</b>	<b>SY16-17</b>
<b>BROWARD</b>		
American Indian or Alaska Native	100.00%	**
Asian	100.00%	**
Black or African-American	91.14%	**
Hispanic or Latino	90.57%	**
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	100.00%	**
White	92.55%	**
<b>CLAY</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	*	**
Asian	*	**
Black or African-American	*	100.00%
Hispanic or Latino	*	66.67%
Native Hawaiian or Other Pacific Islander	*	**
Two or More Races	*	100.00%
White	*	95.83%
<b>DUVAL</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	**	**
Asian	40.00%	33.33%
Black or African-American	48.91%	65.41%
Hispanic or Latino	69.57%	76.09%

*Continued on next page.*

<b>FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY ETHNICITY</b>	<b>PERCENTAGES</b>	
<b>DUVAL, continued</b>	<b>SY15-16</b>	<b>SY16-17</b>
Native Hawaiian or Other Pacific Islander	0.00%	100.00%
Two or More Races	68.42%	80.00%
White	61.88%	69.15%
<b>HILLSBOROUGH</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	100.00%	*
Asian	100.00%	*
Black or African-American	87.23%	*
Hispanic or Latino	79.55%	*
Native Hawaiian or Other Pacific Islander	**	*
Two or More Races	94.12%	*
White	81.90%	*
<b>OSCEOLA</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	**	100.00%
Asian	100.00%	100.00%
Black or African-American	75.00%	88.89%
Hispanic or Latino	61.36%	96.00%
Native Hawaiian or Other Pacific Islander	100.00%	100.00%
Two or More Races	100.00%	100.00%
White	79.66%	97.96%
<b>PALM BEACH</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	100.00%	**
Asian	100.00%	**
Black or African-American	97.44%	**
Hispanic or Latino	97.22%	**
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	100.00%	**
White	96.67%	**
<b>PASCO</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	**	**
Asian	**	**
Black or African-American	77.78%	100.00%
Hispanic or Latino	61.90%	92.00%
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	80.00%	75.00%
White	74.49%	83.87%
<b>PINELLAS</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	**	100.00%
Asian	0.00%	**
Black or African-American	72.73%	87.50%
Hispanic or Latino	76.47%	100.00%
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	57.14%	83.33%
White	72.66%	94.59%

\*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (\*).

\*\*No students in this population.

## SCHOOL PERFORMANCE ACCOUNTABILITY OUTCOMES

**Student, educator, and school performance accountability outcomes. Please include, at minimum, student standardized assessment results in total and by subgroup\* (also provide name of assessment), state assessment results, if available, by total and subgroup, percent of teacher evaluations based on student performance, school grades, if applicable, other school/program ratings, dropout rates, graduation rates.**

*\* Subgroups to include students from major racial and ethnic groups, economically disadvantaged students, students with disabilities, and students with limited English proficiency.*

### District Virtual Instruction Programs Performance on State Assessments for 2016-17 and 2017-18 Grade level and subgroup performance in English Language Arts and Mathematics

ENGLISH LANGUAGE ARTS				
Grade Level	2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested
3rd Grade	72%	92	67%	76
4th Grade	54%	102	69%	86
5th Grade	61%	105	59%	96
6th Grade	79%	80	69%	68
7th Grade	69%	55	81%	52
8th Grade	90%	68	90%	51
9th Grade	83%	35	73%	48
10th Grade	66%	56	82%	33

From 2016-17 to 2017-18, the percent of students in the proficient category improved or remained stable in 4 grades. Improvements ranged from 12 to 15 points. The percent of students in the proficient category declined in 4 grades. The percent of students in the proficient category who declined ranged from 2 to 10 points.

MATHEMATICS				
Grade Level	2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested
3rd Grade	48%	93	55%	74
4th Grade	47%	103	56%	86
5th Grade	45%	110	42%	98
6th Grade	63%	80	48%	67
7th Grade	58%	48	77%	44

*Continued on next page.*



<b>MATHEMATICS, continued</b>				
Grade Level	2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested
8th Grade	71%	52	70%	40
Algebra 1	56%	61	68%	41
Geometry	46%	41	62%	34

From 2016-17 to 2017-18, the percent of students in the proficient category improved in 5 grades. Improvements ranged from 5 to 19 points. The percent of students in the proficient category declined in 3 grades. The percent of student in the proficient category who declined ranged from 1 to 15 points.

<b>ENGLISH LANGUAGE ARTS: % PROFICIENT</b>		
Grade Level	2016-17	2017-18
All Students	70%	71%
Economically Disadvantaged	62%	60%
Students with Disabilities	56%	69%
English Learners	78%	77%
White/Caucasian	66%	68%
African American	61%	70%
Hispanic	78%	79%
Asian	82%	81%
American Indian/Alaskan Native	NA	NA
Native Hawaiian or other Pacific Islander	NA	NA
Students of Multiple Races/Multiracial	61%	72%

From 2016-17 to 2017-18 in English/Language Arts the percentage of students in the proficient category improved for students in the subgroups of: Students with Disabilities, White/Caucasian, African American, and Hispanic. Improvements ranged from 1 to 13 points. The percent of students in the proficient category within the Economically Disadvantaged, English learners, and Asian subgroups declined by 1-2 points. Overall, students improved by 1 point. Data is not available for the Native Indian/Alaskan Native and Native Hawaiian or other Pacific Islander subgroups due to small student counts.

<b>MATHEMATICS: % PROFICIENT</b>		
Grade Level	2016-17	2017-18
All Students	53%	57%
Economically Disadvantaged	37%	44%
Students with Disabilities	51%	65%
English Learners	63%	63%
White/Caucasian	53%	55%
African American	35%	55%
Hispanic	59%	57%

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MATHEMATICS: % PROFICIENT, continued		
Grade Level	2016-17	2017-18
Asian	81%	78%
American Indian/Alaskan Native	NA	NA
Native Hawaiian or other Pacific Islander	NA	NA
Students of Multiple Races/Multiracial	53%	65%

From 2016-17 to 2017-18 in mathematics, the percent of students scoring in the proficient category improved or remained stable from 2016-17 to 2017-18 in every subgroup within the District Virtual Instruction Programs except for the Hispanic and Asian subgroups. Improvements ranged from 1 to 14 points. These two subgroups saw declines of 2 and 3 points, respectively. Overall, students improved by 5 points. Data is not available for the Native Indian/Alaskan Native and Native Hawaiian or other Pacific Islander subgroups due to small student counts.

We do not have access to school-level standardized assessment results.

#### Florida Cyber Charter Academy Accountability Data 2015-16, 2016-17 and 2017-18

FLCCA Campus	2015-16 Florida School Grade	2016-17 Florida School Grade	2017-18 Florida School Grade
FLORIDA CYBER CHARTER ACADEMY AT CLAY	I	C	C
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	I	D	I
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	I	C	D
FLORIDA VIRTUAL ACADEMY AT PASCO	I	D	C
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	I	C	Voluntarily Relinquished Charter

#### Florida Cyber Charter Academy State Assessment Data for 2015-16, 2016-17 and 2017-18 Percent At or Above Proficient by grade level, school, year and number of students tested (cells with asterisks do not include a sufficient number of students to report data)

ENGLISH LANGUAGE ARTS							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	3rd Grade	*	3	*	1	*	3
	4th Grade	*	1	*	8	*	1
	5th Grade	*	3	*	2	*	5
	6th Grade	*	1	*	6	*	5
<i>Continued on next page.</i>							

FLORIDA CYBER CHARTER ACADEMY AT CLAY, continued	ENGLISH LANGUAGE ARTS, continued						
	7th Grade	*	3	*	4	*	9
8th Grade	*	1	*	6	*	9	
9th Grade	*	1	*	1	*	7	
10th Grade	-	-	*	1	*	6	
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
	3rd Grade	56%	18	35%	34	48%	23
	4th Grade	31%	16	38%	26	35%	26
	5th Grade	35%	17	33%	42	25%	24
	6th Grade	43%	23	49%	47	30%	46
	7th Grade	44%	27	43%	35	33%	43
	8th Grade	55%	29	42%	52	41%	44
	10th Grade	70%	10	50%	18	29%	21
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	3rd Grade	*	7	43%	14	41%	41
	4th Grade	*	7	*	8	38%	47
	5th Grade	*	7	*	8	41%	46
	6th Grade	57%	14	60%	10	33%	104
	7th Grade	50%	10	47%	17	37%	106
	8th Grade	60%	10	64%	11	44%	114
	9th Grade	*	5	*	7	38%	104
	10th Grade	*	5	*	6	48%	81
FLORIDA VIRTUAL ACADEMY AT PASCO	3rd Grade	*	4	55%	11	41%	22
	4th Grade	33%	12	*	7	50%	12
	5th Grade	*	6	70%	10	36%	14
	6th Grade	*	8	39%	18	39%	33
	7th Grade	*	9	23%	13	28%	39
	8th Grade	46%	13	39%	23	43%	40
	9th Grade	*	6	48%	21	47%	38
	10th Grade	*	5	40%	10	49%	37
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	3rd Grade	50%	12	90%	10	-	-
	4th Grade	20%	10	*	6	-	-
	5th Grade	9%	11	*	6	-	-
	6th Grade	*	8	*	8	-	-
	7th Grade	27%	11	30%	10	-	-
	8th Grade	40%	10	40%	25	-	-
	9th Grade	*	3	43%	14	-	-
	10th Grade	-	-	*	8	-	-

The small and varying number of charter school students who took the English Language Arts state assessment each year and at each grade level does not yield annual comparative information.

MATHEMATICS							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	3rd Grade	*	3	*	2	*	3
	4th Grade	*	1	*	8	*	1
	5th Grade	*	3	*	2	*	5
	6th Grade	*	1	*	6	*	7
	7th Grade	*	1	*	3	*	9
	8th Grade	*	4	*	5	*	7
	Algebra I	*	1	*	3	27%	11
	Geometry	-	-	*	1	*	5
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	3rd Grade	56%	18	18%	34	30%	23
	4th Grade	6%	18	15%	26	13%	30
	5th Grade	11%	19	19%	43	16%	25
	6th Grade	26%	23	18%	50	16%	49
	7th Grade	31%	29	43%	40	23%	44
	8th Grade	31%	29	18%	49	20%	40
	Algebra I	25%	12	26%	35	29%	34
	Geometry	30%	10	20%	15	32%	22
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	3rd Grade	*	6	29%	14	22%	41
	4th Grade	*	8	20%	10	22%	55
	5th Grade	*	7	*	8	26%	47
	6th Grade	57%	14	50%	10	22%	106
	7th Grade	*	8	44%	16	35%	110
	8th Grade	23%	13	*	8	29%	111
	Algebra I	*	5	33%	12	26%	111
	Geometry	*	5	*	7	30%	79
FLORIDA VIRTUAL ACADEMY AT PASCO	3rd Grade	*	3	27%	11	29%	21
	4th Grade	18%	11	*	7	25%	12
	5th Grade	*	8	18%	11	27%	15
	6th Grade	*	8	33%	18	18%	34
	7th Grade	25%	12	31%	16	28%	40
	8th Grade	23%	13	23%	22	20%	35
	Algebra I	*	3	39%	23	33%	46
	Geometry	*	6	50%	12	35%	46

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MATHEMATICS, continued							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL, continued	3rd Grade	25%	12	50%	10	-	-
	4th Grade	*	9	*	8	-	-
	5th Grade	9%	11	*	6	-	-
	6th Grade	*	9	*	9	-	-
	7th Grade	20%	10	50%	10	-	-
	8th Grade	20%	10	25%	24	-	-
	Algebra I	*	3	36%	14	-	-
	Geometry	*	1	*	6	-	-

The small and varying number of charter school students who took the mathematics state assessment each year and at each grade level does not yield annual comparative information.

SCIENCE							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	5th Grade	*	2	*	2	*	5
	8th Grade	-	-	21%	38	*	9
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	5th Grade	18%	17	*	7	20%	25
	8th Grade	35%	31	36%	11	29%	42
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	5th Grade	*	7	*	6	33%	43
	8th Grade	*	7	*	6	30%	117
FLORIDA VIRTUAL ACADEMY AT PASCO	5th Grade	*	4	27%	56	27%	15
	8th Grade	*	8	38%	13	23%	40
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	5th Grade	*	9	21%	24	-	-
	8th Grade	*	7	26%	23	-	-



The small and varying number of charter school students who took the science state assessment each year and at each grade level does not yield annual comparative information.

BIOLOGY END OF COURSE TEST						
School	2015-16		2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	-	-	-	-	*	2
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	*	7	36%	22	50%	14
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	*	2	*	7	60%	65
FLORIDA VIRTUAL ACADEMY AT PASCO	*	3	*	8	59%	34
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	-	-	*	2	-	-

CIVICS END OF COURSE TEST						
School	2015-16		2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	*	1	*	3	*	9
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	45%	20	45%	40	38%	42
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	82%	11	42%	19	42%	109
FLORIDA VIRTUAL ACADEMY AT PASCO	*	5	41%	17	42%	43
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	36%	11	*	9	-	-

US HISTORY END OF COURSE TEST						
School	2015-16		2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	-	-	-	-	*	4
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	*	1	62%	13	63%	19
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	-	-	*	4	51%	61
FLORIDA VIRTUAL ACADEMY AT PASCO	-	-	*	7	64%	22
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	-	-	*	2	-	-

The small and varying number of charter school students who took the three end of course state assessments each year and at each grade level does not yield annual comparative information. The charter schools did not have a sufficient number of students complete fall and spring school-administered standardized assessments to report trends or comparative information.

### SCHOOL GRADES

K12 Florida LLC has continued to qualify as a Virtual Instruction Provider since the last application cycle in 2015. In 2015-2016, 2016-2017, and 2017-2018, K12 Florida LLC maintained a school grade of "B".

### TEACHER EVALUATIONS

#### Percent of Teacher Evaluations Based on Student Performance

At least 30% of the performance objectives weight in K12 teacher evaluations is based on student performance.

### DROPOUT AND GRADUATION RATES

#### *Dropout Rates*

#### **Florida Cyber Charter Academies**

Dropout rates are not yet calculated by the FLDOE.

**District Virtual Instruction Programs**

K12 continues to work with our district partners as part of the District Virtual Instruction Programs to collect and track student data. Dropout rates are not currently tracked by K12. As the provider of the Virtual Instruction Program, access to this information is not available.

***Graduation Rates*****Florida Cyber Charter Academies**

Graduation rates are not yet calculated by the FLDOE.

**District Virtual Instruction Programs**

K12 continues to work with our district partners as part of the district virtual instruction programs to collect and track student data. The data below indicates the graduation rates based on full time students enrolled in the district virtual instruction program, where K12 received confirmation from the district that students graduated at the end of the school year.

- SY 2015-2016 96% Graduation rate
- SY 2016-2017 85% Graduation rate
- SY 2017-2018 92% Graduation rate

**DISCLOSURE WEBSITE**

Provide the link(s) to where this required disclosure information is prominently displayed on your website and the information is up to date: [www.k12.com](http://www.k12.com)

