



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	II A
Date:	10.08.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Michelle Hurst-Crumpton, Chief Academic Officer
RE:	Approval of Blended Learning Contract with FuelEd

Proposed Board Recommendation

I move that the board approves the contract for FuelEd for intervention and EL instruction and supplemental services.

Background

Courses were piloted against Edmentum and Apex and Magnolia teachers preferred FuelEd because they have the EL components and SPED supports, are more engaging and are willing to report out their completion rates. Magnolia negotiated a lower price for FuelEd than for either of the other two.

The ELL supplemental blended instructional curriculum—written by PhD-level academics and linguistic experts working with Middlebury Interactive—accelerates English language learning for students in grades 4–5 and 6–8. The modules are project-based and designed at grade level, featuring age-appropriate themes that engage elementary and middle school students.

These Innovative Online Modules for English Language Learners:

- Are designed for a blended-learning implementation with individual and collaborative online and in-class activities
- Allow students to learn the fundamentals of academic English while completing projects that relate to English language arts, social studies, mathematics, and science
- Focus on academic English and vocabulary building, as well as the development and refinement of reading, writing, listening, and speaking skills to improve student outcomes
- Utilize a project-based approach and task-based learning activities that provide instant feedback
- Align with Common Core State Standards, World-Class Instructional Design and Assessment (WIDA) standards, California English Language Development (ELD) standards, English Language Proficiency Assessments for the 21st Century (ELPA21) standards.

Budget Implications

\$100 per student up to 1000 students. Total contract amount is \$100,000.

Name of Staff Originator

Michelle Hurst-Crumpton, Chief Academic Officer

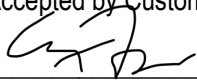
Attachments

Amended Contract
Start Up Contract



This Online Educational Products and Services Order (this "Order"), dated as of July 1, 2015 (the "Order Effective Date"), is between Magnolia Public Schools, 13950 Milton Ave STE 200B, Westminster, CA, 92683 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.getfueled.com/online-educational-products-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer

 (Signature) 09/07/15 (Date)

Caprice Young, EdD (Print Name) CEO & Superintendent (Title)

Accepted by FuelEd:

_____ (Signature) _____ (Date)

_____ (Print Name) _____ (Title)

1. Period: July 1, 2015 through October 14, 2015
2. Territory: Magnolia Public Schools, CA
3. For the Services and/or Products provided under this Order, Customer shall pay to FuelEd and/or its Affiliates the following Fees:

Product	Product Description	Sales Price
Enhanced Enterprise License (Content, Hosting)	Access from July 1, 2015 to October 14, 2015 to FuelEd Online content for up to 1,000 students in the Territory, with hosting included at no extra charge. Entire FuelEd Online Courses catalog available, inclusive of Extended Electives. License also includes access to the Lesson Builder, FuelEd Supplemental Lessons and Assessments, Britannica School, and PEAK Library's Open Education Resources. For world languages, clients can select Middlebury courses that are available on PEAK Classroom, as well as FuelEd World Language Courses. Enterprise models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a defined period of time, including alternative education and hospital homebound students. The Enrolled User/Enterprise Licenses are not intended for use as a full-time online schooling program. FuelEd reserves the right to audit to ensure intended use for part-time / blended programs and alternative education populations.	\$20,000 Up to 1,000 students \$100 per student beyond initial 1,000 students

Introductory/On Demand Training	To better meet client needs, On Demand Trainings are available to meet the needs for flexibility in both when, where, and how clients access functionality training on our systems. These trainings are modularized and can be customized to meet a client's unique role and implementation goals.	\$0.00
AP Online Course Instruction Add-On License	Instruction for a single student in a FuelEd AP semester course.	\$195.00
CR Online Course Instruction Add-On License	Instruction for a single student in a FuelEd Online CR semester course.	\$175.00
Extended Electives Online Course Instruction Add-On License	Instruction for a single student in an Extended Elective semester course.	\$175.00
HS Online Course Instruction Add-On License	Instruction for a single student in a FuelEd Standard HS semester course (non-AP).	\$175.00
MS Online Course Instruction Add-On License	Instruction for a single student in a FuelEd Standard MS semester course (non-AP).	\$175.00
AP Exam Review Course Enrollment License (Content, Hosting)	License for a single student in an AP Exam Review course. Includes content and hosting.	0.00
LearnBop Add-On License	Add-on for current customers to access an interactive math learning system for grades K-12.	0.00

4. Description of Educational Products. Customer will be provided the Educational Products specified in this order.

FuelEd Online Courses: FuelEd's expansive course catalog covers all core subjects, six world languages, dozens of electives, and 19 high school credit recovery courses. This option enables students and educators to license courses on an individual basis. FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. A complete list of required materials may be accessed at <http://www.getfueled.com/required-materials>

5. Description of Services.

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

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

6. Billing Terms.

FuelEd Enterprise Terms: One hundred percent (100%) of the annual fees, as set forth herein and in the Agreement will be invoiced to Customer on or about July 31 preceding the school year in which the Enterprise license is to be used. For the initial Period, Customer shall be invoiced upon execution of this Order. Fees are charged regardless of utilization. No refunds, credits or cancellations are allowed, except as allowed below.

Student Withdrawal and Refund Policy: If a student is enrolled beyond the license cap of the Enterprise license in Section 3, above, a 100% refund of the license fee and any instructional fees will be provided if the student drops the course within 5 days of enrollment. If an enrolled student drops the course within 14 days of enrollment, 50% of the license or instructional fees will be refunded to Customer. No refunds will be processed for students who drop a course after being enrolled for 14 days. In order to receive a refund under this drop policy, Customer must withdraw the student on or before the drop deadline.

**ONLINE EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT
FIRST AMENDMENT**

This FIRST AMENDMENT dated September 4, 2015 (“**AMENDMENT**”) is between Magnolia Public Schools, 13950 Milton Ave STE 200B, Westminster, CA, 92683 (“**Customer**”) and Fuel Education LLC, a Delaware limited liability company located at 2300 Corporate Park Drive, Herndon, VA 20171 (“**FuelEd**”) and is issued pursuant to the terms of the Online Educational Products and Services Agreement labeled Contract #6020 and dated July 1, 2015 (“**Agreement**”) between Customer and FuelEd. This AMENDMENT alters certain portions of the Agreement which will become effective on October 15, 2015 (“Amendment Effective Date”). All capitalized terms not defined in this Amendment will have the meanings assigned to them in the Agreement or the Terms, as applicable.

The parties hereby agree as follows:

1. The Period shall be amended to read July 1, 2015 to June 30, 2018.
2. The table in Section 3 shall be deleted and replaced by the table in Exhibit A, attached.
3. The fees for the annual Enterprise license shall be prorated in the amount of \$80,000 for Enterprise access from the Amendment Effective Date (October 15, 2015) until June 30, 2016.

ACCEPTED AND AGREED:

Fuel Education LLC

Magnolia Public Schools

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

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