☑ APPROVED Must Go to Board 190013

CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE: Yes
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 06/04/2018

Contract Initiator (Name of Person Overseeing the Contract): Lana Racine-Haffner Telephone Number: 904-336-9880

School/Department Submitting Contract: Clay Virtual Academy

Vendor/Contractor Name: Florida Virtual School

Contract Title: Florida Virtual Agreement

Contract Type: New ☐ Renewal ☑ Amendment ☐ Extension ☐ Date Original Contract Approved: July 2016

Contract Term: 7/1/2018 through 6/30/2021 (3yrs) Renewal Option(s):

Contract Cost: $575,000.00

Payment Schedule (Monthly? Upon delivery? When finished?): 7/2018, 11/2018, 3/2019, 6/2019 (4 cycles)

Funding Source: 0100.5100.0529.7005.0000

Purchase Requisition No.: 2018/2019 fiscal year

Strategic Plan Tie-in Explanation:
Virtual Instruction Program (VIP) requirements for students in accordance with §1002.45 Florida Statutes.

Pre-Approved by Superintendent or Designee? Yes X No _____

Additional Information:
Virtual Instruction Program (VIP) requirements for students in accordance with §1002.45 Florida Statutes.

RECEIVED
JUN 04 2018
PURCHASING

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

✓ **Completed Contract Review Form**

✓ **SBAO Template Contract or other Contract (with all basic and mandatory terms)**

N/A **SIGNED 2018 Addendum A (if not an SBAO Template Contract)***
**This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.")*

N/A **Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:**
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contactor must sign a Release and Hold Harmless Form. If not exempt, vendor/contactor must provide Workers' Compensation coverage].

Approvals

Comments

Purchasing Department	Approved	Denied	Same as prior year
Review Date: 6/6/2018	BTS		
Risk Management Department	Approved	Denied	Gov't entity – ∅ COI req'd – Virtual
Review Date: 6/12/18	CWD		
School Board Attorney	Approved	Denied	Board? ← Yes.
Review Date: 6/12/18			
Information & Technology Dept.	Approved	Denied	per Bunkley – Doesn't Need to Approve
Review Date:			
Other:	Approved	Denied	
Review Date:			

RECEIVED
6/11/18
SBAO

FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT

THIS FLORIDA VIRTUALSCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this 1st day of July, 2018, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metrocenter Boulevard, Orlando, Florida, 32835 and School Board of Clay County, (hereinafter referred to as "Customer"), having its principal place of business at 900 Walnut Street, Green Cove Springs, FL 32043, provides as follows:

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

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

WHEREAS, Florida Statute 1002.37(2)(i) authorizes FLVS to enter in to franchise agreements with Florida school districts;

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

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained in the FLVS Franchise Agreement TERMS AND CONDITIONS, which is attached hereto and incorporated herein. This Franchise Agreement shall include the following documents which are attached hereto and incorporated herein by reference: (1) FLVS Franchise Agreement Terms and Conditions; 2) Appendix A Components; 3) Appendix B Licensed Materials Terms and Conditions; 4) Appendix C Teacher Guidelines; 5) Appendix D Steps for Enforcement; and 6) Appendix E Florida Virtual School Franchise Branding and Media Policy.

2. Customer hereby agrees to accept said Franchise Agreement for:

a) ___X___ three (3) academic school year terms, July 1, 2018 through June 30, 2021

b) _____ one (1) academic school year term, July 1, 2018 through June 30, 2019

In accepting the franchise agreement Customer does hereby agree to be bound by and comply

with all terms and conditions contained herein.

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A, pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a Purchase Order to FLVS. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.
All overdue (90-plus days) accounts are subject to the late fees set forth in the Local Government Prompt Payment Act, ss. 218.70-218.80, Florida Statutes, and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

4. The term shall be effective on the effective date for a period of three (3) years or one (1) year; whichever option is chosen and shall terminate in accordance with this article. Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

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

6. There is no third-party beneficiaries created or entitled by this agreement and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision hereof.

7. This agreement and the FLVS Franchise Agreement TERMS AND CONDITIONS represent the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

[Signature Page to Follow]

FLORIDA VIRTUAL SCHOOL	LICENSEE
_____	_____
Signature	**Signature**
Dr. Jodi C. Marshall	_____
Name	**Name**
President and CEO	_____
Title	**Title**
_____	_____
Date	**Date**

FLVS Franchise Agreement
TERMS AND CONDITIONS

ARTICLE 1 – INTERPRETATION

1.1 DEFINITIONS

In this Agreement and in Appendix A, B, C, D, and E, the following terms shall have the respective meanings ascribed to them as follows:

a) **"Affiliate"** means with respect to any person, and other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.
b) **"Business Days"** means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.
c) **"Business Hours"** means 8:00 AM – 8:00 PM Eastern Time on Business Days.
d) **"Components"** means the components of the FLVS Software referred to in Appendix A.
e) **"Confidential Information"** means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted or proprietary, or that may reasonably be considered as confidential from its nature, or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
f) **"Content Licenses"** means the utilization licenses and associated restrictions with respect to the Licensed Course Content granted to Customer hereunder which are set for in Appendix A.
g) **"Customization"** means a client customizable area is provided which includes: 1) a communication policy; 2) netiquette recommendations; 3) pace charts; 4) student resource page; 5) optional contact and help pages; 6) state and national standards; 7) Drop Policy – It is advised that a customizable drop/add period be no more or no less than the FLVS implemented 14 day drop/add period.
h) **"Data"** means customer information entered the licensed products to include, but not limited to, student, staff, school, and parent information.
i) **"Billable Enrollment"** will be any student that achieves 20% course completion or is on active status in VSA for a minimum of 30 days. FLVS will bill the Customer for the student regardless of the student's status upon Customer's receipt of invoice.
j) **"FLVS Proprietary Products"** includes, but is not limited to, FLVS source content and

the FLVS Virtual School Administrator product.

k) **"Intellectual Property Rights"** includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

l) **"Learning Management Systems or LMS"** means the software based system ("Platform") that must be utilized to access the Licensed Course Content.

m) **"License"** means Customer's license to use the Licensed Materials described in Appendix A.

n) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.

o) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional third-party Components required as part of the FLVS Course Content.

p) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to Customer.

q) **"Platform Provider"** means learning management system provider.

r) **"Virtual School Administrator (VSA) License"** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

s) **"Customer"** means the state of Florida School District, FLVS is contracting with.

ARTICLE 2 – LICENSE

2.1 LICENSED MATERIALS

Course Content and Materials

a) Subject to the provisions of this Agreement, including the provisions of Article 8, FLVS hereby grants to Customer, and Customer hereby accepts from FLVS, the personal, non-transferrable and non-exclusive Franchise License to use the Licensed Materials for Customer's internal business purposes in accordance with FLVS Licenses.

b) FLVS Virtual School Administrator will be used as the registration and Student Information Management System.

c) Florida Virtual School courses will only be delivered on FLVS approved Learning Management Systems.

2.2 Third Party Users

For the purpose of operating Customer's business, the parties intend that certain unrelated third parties with whom the Customer has a business relationship, such as a supplier or customer, and the employees of such third person (hereunder "Business Third Parties"), will have limited right to use certain Components of the Licensed Course Content solely for the purpose of providing services to Customer. All such services will be solely for the benefit of Customer's internal business operations. The Business Third Parties may not utilize the Licensed Course Content for other than the direct benefit of Customer's internal benefit, in accordance with the terms of this Agreement, and the Customer shall assure third party compliance with this provision and the terms of this Agreement.

ARTICLE 3 – DELIVERY AND INSTALLATION

3.1 Delivery of Licensed Materials

FLVS agrees to deliver the Customer one (1) copy of the most current release available by request of the Licensed Materials. The Documentation will be provided solely in the English Language, except in cases where FLVS has specifically provided for foreign language documentation.

3.2 Software Security

a) The Customer will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use.

b) FLVS will ensure all reasonable measures are taken to protect the Customer Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Customer Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such data. The provider warrants that, within seven business day of a written request by the Customer, for Customer data related to the program, FLVS shall provide such data to the Customer.

3.3 Background Screening

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida Law, specifically, but not limited to the requirements of Jessica Lunsford Act, 1012.465 F.S.

ARTICLE 4 – PRICE AND PAYMENT TERMS

4.1 License Fees

a) Customer shall pay to FLVS the Franchise fees described in Appendix A (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the Customer to pay a correct and undisputed invoice within 45 days of the Customer's Accounts Payable Department's receipt of said invoice. The Customer shall incur no obligation for payment until issuance of a purchase order to FLVS. Failure to pay the License Fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

b) The payment of all amounts as well as the accrual of interest for any amounts not paid shall be accordance with the Local Government Prompt Payment Act, Section 218.70, et seq. All overdue (90+ days) may be denied access to FLVS Content. The Licensing Agreement will be suspended until payment is received by FLVS.

ARTICLE 5 – PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

5.1 Title to Licensed Materials

Customer acknowledges and agrees that FLVS, Licensors of FLVS, and the Platform Provider shall retain all right, title and interest in and to the Licensed Materials and all copies thereof, including, without limitation, the Intellectual Property Rights therein, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any right with respect to the Intellectual Property Rights therein. FLVS has the right to license Materials to the Customer. Nothing in this Agreement shall be construed as conferring upon the Licensee any right or interest in Florida Virtual School's or the Platform Provider's intellectual property or in their registration or in any designs, copyrights, patents, trade names, signs, emblems, insignia, symbols and slogans or other marks used in connection with the software other than as provided in this Agreement.

To the extent permitted by law, FLVS shall defend, indemnify and hold the Customer, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i)

infringement by FLVS of any third-party patent, copyright or trademark or (ii) misappropriation by FLVS of any third-party trade secret in connection with the foregoing. FLVS will indemnify and hold harmless the Customer, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the Customer, its officers, agents, employees, successors and assigns. If FLVS uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The parties shall also be bound by any applicable federal law as it relates to the use of any federal monies for the license under this Agreement. If FLVS's software becomes or is likely to become the subject of an infringement claim, FLVS may at its option and expense, either: (a) procure for the School Board the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected software, allow the School Board to return other software intended to operate with the affected software, and refund to the School Board the portion of the license agreement price attributable to the returned product, prorated in accordance with the unused portion of the term.

5.2 Confidential Information

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. Each party shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this Agreement, and shall remain fully binding upon both parties.

5.3 Protection and Proprietary Rights

a) Customer shall not remove any proprietary copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.

b) Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer all or any part of the Licensed Materials in accordance with the law. Further, Customer shall not write or develop any derivative works or computer

programs based upon any part of the Licensed Materials.

c) The Customer hereby agrees that FLVS is the owner of all rights intellectual and otherwise for the Course Content and Virtual School Administrator product that will be provided and has the legal right to franchise and charge a fee for the use of that material and the legal right for an injunction. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer.

5.4 Audit Rights

FLVS may audit the use of their proprietary products and enrollment at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the Customer and the Florida Department of Education.

5.5 Email Access

Customer is responsible for providing FLVS, upon request, all email correspondence between teacher and student relevant to this Agreement.

5.6 Public Records

Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL CustodianofRecords@flvs.net , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

5.7 Confidential Student Information

For the limited purposes of auditing the implementation of the Agreement and accessing student emails, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the Customer with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purposes listed above and for no other purpose. Upon the termination or expiration of the agreement, FLVS shall return to Customer all original and any copies of the confidential student information, and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by Law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

ARTICLE 6 – WARRANTIES OF FLVS

6.1 Limit of Liability

a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto. FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including negligence, shall in no event exceed (I) the amount paid by the Customer hereunder for the licensed materials; (II) the amount paid by Customer for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Article 7; (III) the amount paid by Customer for installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by Customer under this Agreement.

b) In no event, will FLVS be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against Customer by another person (even if FLVS has been advised of the possibility of such damage), unless required by law.

c) FLVS shall be liable to Customer as expressly provided in this agreement, but shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to Customer including any liability for negligence. The limitations, exclusions and disclaimers in this agreement shall apply irrespective of the nature of the cause of action, demand, or action by Customer, including but not limited to, breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.

6.2 Intellectual Property Claims

a) Notwithstanding the forgoing, FLVS shall have no liability for any claim that is based on (i) the use if other than the latest release and version of the Licensed Materials if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to Customer for use, (ii) the unauthorized combination of the Licensed Materials with the software, hardware or any other product not specifically provided by FLVS, or (iii) any unauthorized modification to the Licensed Materials or unauthorized use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.

ARTICLE 7 – TERM AND TERMINATION

7.1 Term

This Agreement shall be effective on the Effective Date for a period of three (3) years or one (1) year; whichever term option was chosen on page 1, section 2 and shall be terminable in accordance with this Article.

7.2 Termination

Either party may by notice in writing terminate this Agreement if (i) the other party breaches or fails to observe or perform any of its obligations set out in the Agreement, including failure to pay Franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws, or if proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either part ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days written notice by FLVS or Customer to the other party of its termination of the Agreement.

7.3 Services Not Included

a) Renewal and Warranty Support does not include or apply to any of the following: (i) making modifications to the Licensed Materials for Customer; (ii) consultation for new programs or equipment; (iii) hardware problems including any malfunction of hardware, or to any external causes affecting the Licensed Materials including the media upon which the Licensed Materials are provided such as accident, disaster, electrostatic discharge, fire, flood, lightning, water, or wind; or (iv) corrections of errors attributable to software other than the Licensed Software. FLVS may charge Customer at its then applicable list price for providing such services. FLVS may also charge Customer at is then list price for analysis or removal of errors which are caused by improper operation or handling of the Licensed Materials or caused by circumstances unrelated to FLVS. Payment for these services shall be made by Customer within forty-five (45) days of invoicing by FLVS in accordance with the Florida Local Government Prompt Payment Act.

b) The obligation to provide Renewal Services is subject to the following: (i) Renewal Services are only provided for the Licensed Course Content provided under this

Agreement; (ii) if Customer ceases to pay for and received Renewal Services and later requests Renewal Services, Customer will be required to pay to FLVS the Renewal Fees not paid during the period in which the service was discontinued; and (iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder; and (iv) FLVS has no obligation to provide Renewal Services if Customer is unable to follow FLVS Franchise policies and procedures as documented through an annual audit. Customer has no obligation to renew this Agreement.

ARTICLE 8 – GENERAL

8.1 Force Majeure

If the performance of this Agreement, or any obligation thereunder is prevented, restricted, or interfered with by any reason of fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance, demand or requirement of any government authority; or any other act or condition whatsoever beyond the reasonable control of the affected party. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

8.2 Non-Solicitation Agreement

FLVS and the Customer agree that during the term of this agreement, except as provided elsewhere in this Agreement or through mutual consent of both organizations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

8.3 NCAA

NCAA continues to evolve its policy regarding evaluation of virtual school course work for student athletes. FLVS enjoys a strong working relationship with NCAA, and, as our Franchise partner, the Customer will join FLVS's umbrella by signing this Agreement and agreeing to abide by all FLVS policies regarding course delivery, instructional practices, and student management found in Appendices B. As part of the Agreement, the Customer will undergo intermittent quality assurance audits performed by FLVS

personnel. The Customer will have access to all audit reports. FLVS reserves the right to report audit results to NCAA. Customer understands that non-FLVS courses offered by the Customer are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.

8.4 Background Screening

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all its personnel who (1) are to be permitted access to Customer's school grounds when students are present; (2) will have direct contact with Customer's students, or (3) have access or control of Customer's 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 Customer in advance of FLVS or its personnel providing any services under the conditions described in the previous sentence. FLVS 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 FLVS and its personnel. The parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by Customer or FLVS of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

8.5 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.

8.6 Non-Discrimination

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, political or religious beliefs, color, gender, gender identity or expression, national origin, marital status, disability, or sexual orientation.

8.7 Records

Each party shall maintain its own respective records and documents associated with this

Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party shall be responsible for compliance with Sections 1002.22 and 1002.221, Florida Statutes, FERPA, 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), and any other applicable state or federal laws or regulations concerning the protection, use and disclosure of confidential student educational records.

8.8 Entire 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.

8.9 Amendments

No modification or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed by both parties. At the end of each academic year, FLVS may review and adjust course fees and Terms and Conditions contained herein via an Amendment signed by both parties.

8.10 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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

8.11 Compliance with Laws

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

8.12 Severability

In any case, any one or more of the provisions contained in this Agreement shall for any

reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

8.13 Authority to Piggyback

If mutually agreed between FLVS and the Customer, agreement to these Terms and Conditions constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this contract, to any other governmental entities.

8.14 Notice

When any of the parties' desires to give notice to each 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 changes 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 FLVS:	Florida Virtual School 2145 Metrocenter Blvd. Suite 100 Orlando, FL 32835
With a Copy to:	Dr. Jodi C. Marshall, President and CEO 2145 Metrocenter Blvd. Suite 100 Orlando, FL 32835
To Customer:	Superintendent of Schools

8.15 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 part with respect to all

provisions contained in this Agreement.

8.15 No Third-Party Beneficiaries

There are no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.

8.16 No Partnership or Joint Venture

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Customer and Contractor or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

8.17 Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, FLVS shall notify the School Board immediately, but no later than thirty (30) calendar days following a determination of a breach of data security involving School Board's data. Additionally, FLVS shall fully cooperate with the School Board regarding the School Board's statutory notification requirements.

APPENDIX A

The Components, which are the subject of the FLVS Franchise Agreement, including FLVS Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

The most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

1. **Fees**
   This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at: http://www.flvs.net/Students/Pages/find-course.aspx#highschool.

FLVS Course Offerings	
Course Name	**Price**
SOCIAL STUDIES	
AP United States Government and Politics	75.00
AP Human Geography	50.00
AP Macroeconomics	50.00
AP Microeconomics	55.00
AP Psychology	80.00
AP US History	90.00
Economics with Financial Literacy	50.00
Law Studies	90.00
M/J Civics	50.00
MJ United States History	50.00
MJ World History	50.00
Psychology	55.00
United States Government	50.00

United States History	50.00
World History	50.00
LANGUAGE ARTS	
AP Art History	50.00
AP Language	50.00
AP Literature	85.00
English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00
Intensive Reading	50.00
MJ Language Arts 1	50.00
MJ Language Arts 2	50.00
MJ Language Arts 3	50.00
Reading for College Success	50.00
Journalism I	50.00
English 4: Florida College Prep	50.00
Social Media	50.00
WORLD LANGUAGES	
Chinese 1	50.00
Chinese 2	50.00
Chinese 3	50.00
French I	50.00
French II	50.00
Latin 1	50.00
Latin 2	50.00
Latin 3	50.00
MJ Spanish Beginning	50.00
MJ Spanish Intermediate	50.00
Spanish 1	50.00
Spanish 2	50.00
Spanish for Spanish Speakers	50.00
MATHEMATICS	
Algebra 1	50.00
Algebra 2	50.00
AP Calculus AB	75.00
AP Calculus BC	75.00
AP Statistics	50.00
Calculus	75.00
Calculus Honors	75.00
Geometry	50.00
Liberal Arts Math 2	60.00

Math for College Readiness	65.00
MJ Math 1	50.00
MJ Math 2	50.00
MJ Pre-Algebra	50.00
Precalculus Honors	80.00
SCIENCE	
Anatomy & Physiology	50.00
AP Biology	90.00
AP Environmental Science	50.00
Biology	80.00
Chemistry	50.00
Earth Space Science	50.00
Forensic Science	90.00
Marine Science	50.00
MJ Science 1	50.00
MJ Science 2	50.00
MJ Science 3	55.00
Physical Science	50.00
Physics	55.00
CAREERS AND LIFE SKILLS	
AP Computer Science	70.00
Art History and Criticism 1 Honors	50.00
Career Research and Decision Making	77.00
Creative Photography	90.00
Critical Thinking and Study Skills	77.00
Drivers Education	80.00
Fitness Lifestyle Design	50.00
Guitar 1	90.00
HOPE	50.00
Leadership Skills Development	77.00
Life Management Skills	50.00
MJ Creative Photography	90.00
MJ Critical Thinking, Problem Solving and Learning Strategies	50.00
MJ Fitness	50.00
MJ Guitar I	90.00
MJ Physical Education 6	50.00
MJ Physical Education 7	50.00
Music of the World	90.00
Outdoor Education	115.00
Peer Counseling 1	77.00
Peer Counseling 2	77.00
Personal Fitness	50.00

Theater, Cinema & Film Production	100.00
Criminal Justice Operations	90.00
CAREERS AND TECHNICAL EDUCATION	
Agriscience Foundations I	90.00
Applied Object-Oriented Java Programming	103.00
Biotechnology I	90.00
Business Software Applications I	103.00
Computer and Network Security Fundamentals	103.00
CSIT Network Systems Configuration	103.00
CSIT System Essentials	103.00
Culinary Arts I	90.00
Data and Control Functions	103.00
Database Fundamentals	103.00
Dave Ramsey's Foundations in Personal Finance	90.00
Digital Information Technology	75.00
Digital Media/Multimedia Foundations 1	103.00
Digital Media/Multimedia Foundations 2	103.00
Digital Media/Multimedia Foundations 3	103.00
Forestry and Natural Resources 2	90.00
Foundations of Web Design	70.00
Health Science Foundation	90.00
Introduction to Alternative Energy	90.00
Introduction to Horticulture	90.00
M/J Business Keyboarding	65.00
MJ Career Research and Decision Making	50.00
M/J Orientation to Career	90.00
Networking 1	103.00
Nutrition and Wellness	90.00
Parenting Skills	90.00
Personal and Family Finance	90.00
Principles and Public Service	90.00
Specialized Database Applications	103.00
Specialized Database Programming	103.00
Technology Support Services - Client Systems	103.00
Technology Support Services - Network Systems	103.00
User Interface Design	70.00
CREDIT RECOVERY	
Algebra 1	50.00
Algebra 2	50.00
Biology I	50.00
Chemistry I	50.00
Economics with Financial Literacy	50.00

English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00
Geometry	50.00
US Government	50.00
US History	50.00
World History	50.00
OTHER ELECTIVES	
Anthropology	90.00
Art in World Cultures	90.00
Astronomy Solar/Galactic	90.00
Early Childhood Education	90.00
Health Science I	90.00
Holocaust	90.00
Philosophy	90.00
Psychology II	90.00
Sociology	90.00
Speech I	90.00
Sports, Recreation and Entertainment Marketing Management	90.00
World Religions	90.00
ELEMENTARY COURSES	
Language Arts - Kindergarten	50.00
Language Arts - Grade One	50.00
Language Arts - Grade Two	50.00
Language Arts - Grade Three	50.00
Language Arts - Grade Four	50.00
Language Arts - Grade Five	50.00
Mathematics - Kindergarten	50.00
Mathematics – Grade One	50.00
Mathematics - Grade Two	50.00
Mathematics - Grade Three	50.00
Mathematics - Grade Four	50.00
Mathematics - Grade Five	50.00
Science - Kindergarten	50.00
Science – Grade One	50.00
Science – Grade Two	50.00
Science – Grade Three	50.00
Science – Grade Four	50.00
Science – Grade Five	50.00
Social Studies - Kindergarten	50.00
Social Studies – Grade One	50.00

Social Studies – Grade Two	50.00
Social Studies - Grade Three	50.00
Social Studies – Grade Four	50.00
Social Studies – Grade Five	50.00
Elementary Technology K	50.00
Elementary Technology 1	50.00
Elementary Technology 2	50.00
Elementary Technology 3	50.00
Elementary Technology 4	50.00
Elementary Technology 5	50.00
Elementary Spanish Introductory Level	50.00
Elementary Spanish 1	50.00
Elementary Spanish 2	50.00
Elementary Spanish 3	50.00
Elementary Spanish 4	50.00
Elementary Spanish 5	50.00
Elementary Physical Education K	50.00
Elementary Physical Education 1	50.00
Elementary Physical Education 2	50.00
Elementary Physical Education 3	50.00
Elementary Physical Education 4	50.00
Elementary Physical Education 5	50.00
Elementary Art K	50.00
Elementary Art 1	50.00
Elementary Art 2	50.00
Elementary Art 3	50.00
Elementary Art 4	50.00
Elementary Art 5	50.00

FLVS Invoicing Schedule for Billable Enrollments Served:

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July - Oct	Mid-November
Cycle 2	Nov - Feb	Mid-March
Cycle 3	Mar - Jun	End of June
Cycle 4	True-up / Enrollments not captured in previous cycles	Mid-July

Course Discontinuation

FLVS reserves the right to discontinue the availability of any course listed herein with reasonable notice to the Customer. In so doing, FLVS will assure the students currently in the course are permitted to matriculate and complete their course with the current course they are currently enrolled in.

Billing Contact Personnel:

School or District	Florida Virtual School
Name: School Board of Clay County	**Name:** Carmen Brehoi
Address of School/District: 900 Walnut St., Green Cove Springs, FL 32043	**Address**: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: teresa.kamm@myoneclay.net	**Email:** cbrehoi@flvs.net
Telephone No.: 904-336-9880	**Telephone No.:** 407-513-3615

APPENDIX B

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise Agreement – Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination of the Franchise as outline in Appendix D.

Florida Virtual School Responsibilities

1) Provide a Franchise Operations Manager assigned to support the Customer's district.
2) Provide access to LMS platform.
3) Provide contact information for Platform Provider.
4) Provide systems training during the academic year terms for Franchises, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.
5) Provide hosting of courses on LMS platform.
6) Provide course materials to students to be returned to FLVS main office at the conclusion of the course, unless deemed disposable for Elementary.
7) Provide course updates.
8) Provide Student Information Management System (VSA).
9) Provide Quality Assurance Services inclusive of one Classroom Audit and one Completion Audit per instructor, Educator footprints reports upon request, and QA training.
10) Provide Academic Integrity Services inclusive of investigation and documentation.
11) Provide monthly parent/student survey results.
12) Provide Annual Customer Satisfaction Report.
13) Provide Instructor Training for all new course releases.
14) Provide new Instructor Training.
15) Provide a year-end evaluation of the program.
16) Provide Franchise Management Training.
17) Provide syllabus documents for AP courses for use in AP audit process.
18) Provide co-branded digital flyer, which is designed and set to your Franchise by request three (3) times a year (August, January, and May) *.
19) Provide access to FLVS video course tours.
20) Provide the Salesforce platform to access QA documents and submit concern resolutions.

**All messaging will be pre-determined and at the discretion of FLVS based on time of year.*

The Customer is Responsible for the Following Items:

1) Schedule a meeting with representatives of FLVS and the Superintendent or his/her designee in March, April, May, or June, prior to the implementation of this Agreement. Said meeting is for the purpose of ensuring a correct and quality implementation of the Franchise program and must occur before the Franchise contract will be renewed for the following school year.
2) Provide FLVS seven (7) days written notice of any meeting of Customer's school board to discuss and/or consider action regarding FLVS, this Agreement, or the terms thereof.
3) Return this signed contract by July 30.
4) Provide payment as specified in contract.
5) Provide a point of contact for FLVS at the customer level and at the Franchise leadership level.
6) Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy in **Appendix E**.
7) Use the FLVS Learning Management System and Student Information System.
8) Complete course list three (3) weeks prior to delivery date.
9) Report only Florida Virtual School courses within the Franchise.
10) All student transfers must be approved and processed by Florida Virtual School.
11) Abide by the Academic Integrity policies established by FLVS.
12) Customer will provide accurate rosters of teachers, including contact information and subjects they teach, at the following intervals: July 1st and December 1st. Keep FLVS updated with new hires and departures.
13) Require that all teachers have completed new teacher training before being placed with students.
14) Require all teachers of new or reversion courses complete training on the new course within two (2) weeks of training being made available.
15) Require that no student shall be completed in a course without having taken the final segment exams or without documented adherence to local customer policy.
16) Require that all teacher and student email communications be maintained within the LMS.
17) Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility. Provide certification number in VSA account.
18) Acknowledge sole responsibility for compliance with College Board AP Audit. If Franchise AP courses are not authorized, courses may not be offered with the AP label.
19) Participate in end-of-year Franchise evaluations.
20) Participate in Annual Franchise Management Training.
21) Employ a Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program.
22) Provide FLVS with End of Course (EOC), AP, and FSA summary and demographic data for FLVS courses upon request.

23) Implement teacher Memorandum of Agreement provided by FLVS as Appendix D, and submit signature page to FLVS by October 1st each academic year or within 30 days of employment.
24) Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
25) All public records requests received regarding this Franchise Agreement or any services provided thereunder must be provided to FLVS within 24 hours of the receipt by the customer.
26) The Franchise will apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.
27) Provide high-resolution vector logo to FLVS by July 30th each academic year.
28) Use tagline "Powered by FLVS" when specifically promoting FLVS courses.
29) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in service points upon completion.
30) Utilize the Salesforce application to access QA documents and submit concern resolutions.

APPENDIX C

FLVS Mission:
To deliver a high quality, technology-based education that provides the skills and knowledge Students need for success.

FLVS Vision:
To transform education worldwide, one Student at time.

FLVS Values:
- Student Focus
- Innovation
- Integrity
- Passion
- Communication

FLVS Commitment:
The Student is at the center of every decision we make.

FLVS Franchise Policy Guide:
Communication and interaction are at the heart of our success. Research continues to show that Student-Teacher interaction is the key to a successful educational experience. Frequent Student-Teacher communication in the virtual learning environment requires commitment above and beyond the traditional work day by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows overwhelming need and appreciation for the frequent communication that is occurring between staff and Students. Voice-to-voice communication and email are considered essential and are expected on a regular basis. Teachers are expected to perform Discussion Based Assessments as scheduled and additional as needed.

Academic Integrity:
Academic Integrity, along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at:
https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6

Welcome Phone Call:

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors. During the initial Welcome Call, instructors will ask for a preferred method of contact. Instructors will make note of the preferred method and communicate student progress according what parent's request.

Grading Student Work:

1. A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within 24 hours. Responding within 24 hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within 48 hours of submission.

2. Florida Virtual School uses the state adopted grading scale. Per Florida Statute 1003.437 High School Grading System:
   a) Grade A equals 90% through 100%.
   b) Grade B equals 80% through 89%.
   c) Grade C equals 70% through 79%.
   d) Grade D equals 60% through 69%.
   e) Grade F equals 0% through 59%.
   f) W – Student withdrawn during grace period. No credit awarded.
   g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
   h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
   i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

Each Florida School District reserves the right to input FLVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.

Final Exam Policy:

The purpose of the final exam is to assist in validating that Students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of Student achievement; however, students are required to take a final exam in all FLVS courses.

For Courses with state required EOC exams, the School Board may act in accordance with Customer policy.

To maintain the integrity of all FLVS grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams.

Minimum Length of Courses:

To ensure that Students are mastering content within their courses, it is important to remember that the 14-day minimum learning experience for all half-credit courses and a 28-day minimum for all full credit courses remains in effect. For Students to successfully complete a skill-based course with specific course requirements, such as a time component (i.e. workout logs in Personal Fitness), a longer minimum learning experience may be required.

As noted in the statement above, skill-based courses with a time component require a longer minimum stay. PE courses fall into that category.

Personal Fitness (PF):	21 Days
Fitness Lifestyle Design (FLD):	24 Days
Health Opportunities in Physical Education (HOPE):	21 Days

Documentation of Student Work:

All Student assessment records should be kept in the FLVS course management system. Primarily, Student work will be completed within the course management system. Keep digital documentation of any Student assessments given by phone or in the chat room. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in the LMS. All email communication with Students must be maintained within the LMS.

As a Franchise Teacher, I have read and agree to abide by all FLVS Instructional Polices as found at: https://dash.flvsgl.com/learn/2016-17-franchise-faculty-handbook/

Teacher Name	Certification	Areas

Teacher Signature	Date

Franchise Leader	Date

Please submit this form to the Franchise Manager within ten (10) business days of Teacher employment with your Franchise school.

APPENDIX D
Steps for Enforcement

To ensure that its products and services are properly presented, FLVS reserves the right to review both the individual and overall performance of the Franchise. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the Franchise representative of any discrepancies so that the representative may take immediate action to correct the issue(s). FLVS may assist in providing additional tools and/or training at the expense of the Franchise. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a non-performing individual removed from the Franchise program and/or terminate the Agreement with the Franchise.

Step One: Verbal Warning

1. Memo to file summarizing discussion.
2. Franchise may file a written document outlining an opposing view with FLVS Franchise Manger, Director and Chief.
3. Verbal communication with Franchise Manager to identify deficiencies with a plan for correction of identified deficiencies to bring Franchise back into compliance within seven (7) business days.
4. If deficiency is not corrected within seven (7) business days with the Franchise back in compliance of the Franchise contract, parties involved will attend mandatory training with costs being incurred by the Franchise, and/or be levied penalties and fines.

Step Two: Probation

1. Should the discrepancies continue, FLVS will place the Franchise on probation for no longer than one year.

APPENDIX E

Florida Virtual School Franchise Branding and Media Policy

FLVS Branding Policy:

- Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public-school district of the State of Florida.

- "Florida Virtual School" and "FLVS" are the only approved school name and abbreviation. "The Florida Virtual School", "Florida Virtual", and "Florida Virtual Schools" are not approved for use.

- Never use FLVS or Florida Virtual School possessively.

- Provide the FLVS District & Franchise Solutions Director with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

FLVS Media Relations Policy:

- Notify the FLVS Communications Manager and the FLVS District & Franchise Solutions Director upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
    - Tania Clow, Communications Manager: 407-513-3627, tclow@flvs.net
    - Larry Banks, District & Franchise Solutions Director: 407-484-4031, lbanks@flvs.net

- Media Resources Available:
    - FLVS Newsroom (flvs.net/news) – View news releases, annual report, district enrollment summary, research documents, and FLVS leadership members.

- When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS District & Franchise Solutions Director.

School District of Clay County e-agenda

School District of Clay County
Green Cove Springs, Florida
Teacher Inservice Center - Fleming Island High School 2233 Village Square Parkway Hearings for Special Actions regarding Students - 4:00 p.m. Regular Meeting - 7:00 p.m.

June 18, 2015 - Regular Meeting
Agenda Item #32

Item Title
C-31 Virtual Instruction Providers and Contractors

Issue/Rationale

Clay Virtual Academy (CVA), following state statutes, contracts with Virtual Instruction Providers (VIP). Contracts with FLVS, K12, NEFLIN, Odysseyware, Edgenuity and other VIP for Virtual Instruction and contracts with Contractors for CVA Instructional Content and Course Preparation must be negotiated for pricing and general terms. The Director of Purchasing and School Board Attorney submit minor wording changes to such vendors for finalization. The Director of Purchasing needs ongoing authorization to contract for purchase when contract language has been finalized.

Mr. Dagata

DO CVA the Contracts go to Board?

YES FLVS per Dagata

Recommended Action

Authorize Director of Purchasing to purchase and sign contracts once parameters are finalized.

Financial Impact

Fees per student and contractors vary depending on courses and contracts.

Previous Year Fees: $50-$100 per student per semester for FLVS, $4295 per full time student for K12, $150 per student completer for NEFLIN, $50 per student for Odysseyware, $3500 per full time student for Edgenuity

Submitted By

Susan Legutko, Assistant Superintendent for Business Affairs

Data Source: Nancy Racine, Director of Purchasing, Accounts Payable and Materials Management and Lana Racine-Haffner, Principal of CVA