

**Between:**

**And:**

Florida Virtual School  
2145 Metro Center Blvd  
Orlando, Florida 32835  
USA

School Board of Clay County  
900 Walnut Street  
Green Cove Springs, Fl 32043  
USA

(hereinafter referred to as "FLVS") (hereinafter referred to as "Customer")

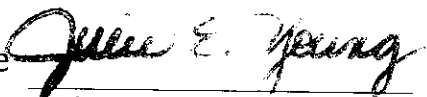
This Agreement sets out the terms pursuant to which Customer may use the Licensed Materials (as that term is hereafter defined).

The "FLVS Franchise License- Terms and Conditions" on the following pages of the document and all attached Appendices form an integral part of this Agreement. These documents constitute the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set out herein in the Agreement.

The parties by their authorized representatives and intending to be legally bound have entered this Agreement as of the **1st** day of **July, 2009** (the "Effective Date").

**Florida Virtual School**

**Licensee**

Signature		Signature	_____
Name	<u>Julie Young</u>	Name	<u>Ben Wortham</u>
Title	<u>President and CEO</u>	Title	<u>Superintendent</u>
Date	<u>7-9-09</u>	Date	_____

**Licensee**

Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

FLVS Franchise License  
TERMS AND CONDITIONS

**ARTICLE 1- INTERPRETATION**

**1.1 DEFINITIONS**

In this Agreement and in all Appendices the following terms shall have the respective meanings ascribed to them as follows:

- (a) **"Affiliate"** means with respect to any person, any 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 interests 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 a.m.-8:00 p.m. Eastern Time on Business Days.
- (d) **"Components"** mean 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 it 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 forth in Appendix A.
- (g) **"Customization"** means a client customizable area is provided which includes: 1) a communication policy, 2) drop policy, 3) netiquette recommendations, 4) pace charts, 5) student resource page, 6) optional contact and help pages, 7) state and national standards.
- (h) **"Data"** means customer information entered into the licensed products to include but not limited to student, staff, school, and parent information.
- (i) **"Enrollment"** is any student that has been on the roll for 29 days or more.
- (j) **"FLVS proprietary products"** includes but is not limited to FLVS course content and the FLVS Virtual School Administrator product.
- (k) **"Geographic Area"** means the Customer's school district or district.
- (l) **"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.
- (m) **"Learning Management System, or LMS"** means the software based system ("Platform") that must be utilized to access the Licensed Course Content.
- (n) **This item intentionally left blank.**
- (o) **"License"** means Customer's license to use the Licensed Materials described in Appendix A, Article 2.
- (p) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.
- (q) **"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 3<sup>rd</sup> party Components required as part of the FLVS Course Content .
- (r) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and UCompass (LMS Software) may from time to time provide to Customer.
- (s) **"Platform Provider"** means UCompass.com, Inc.

- (t) **UCompass Educator License** means the licenses and associated restrictions with respect to the Licensed UCompass Educator learning management system granted to Customer hereunder which are set forth in Appendix D
- (u) **UCompass Proprietary Products** includes but is not limited to the UCompass Educator learning management system.
- (v) **Virtual School Administrator (VSA) License** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator granted to Customer hereunder which are set forth in Appendix C.

## **ARTICLE 2-LICENSE**

### **2.1 LICENSED MATERIALS**

#### **2.1.1 - 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-transferable and non-exclusive Franchise License to use the Licensed Materials for Customer's internal business purposes as set forth in Appendix A in accordance with the terms of this agreement.
- (b) Expectations pursuant to which a Florida County School Board may obtain and utilize the Licensed Materials are set forth in Appendix B.
- (c) FLVS Virtual School Administrator will be used as the registration and student information management system as set forth in Appendix C.
- (d) Florida Virtual School courses will only be delivered on the UCompass Educator learning management system as set forth in Appendix D.
- (e) The Licensed Materials may be used only as set out in this Agreement and Customer agrees not to make any copies (whether in electronic or any other form) or use thereof other than as expressly permitted herein or by FLVS in writing in advance, even if it is technically feasible to do so. Without limiting the generality of the foregoing, is Customer's Licensed to use the Licensed Course Content only to the extent authorized by the Content Licenses.
- (f) Customer's License to use the Licensed Materials shall commence on the Effective Date.

### **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 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 to Customer one (1) copy of the most current release available 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 any and all access to such data.

**3.3 Background Screening:**

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with the law, Sections 1012.32 and 1012.465, Florida Statutes.

**ARTICLE 4-PRICE AND PAYMENT TERMS**

**4.1 License Fees**

- (a) Customer shall pay to FLVS the license fees described in Appendix A (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A. 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) All overdue (90+ days) accounts will be subjected to a 10% late fee, and may be denied access to FLVS' Content and the licensing agreement will be suspended until payment is received by FLVS.

**4.2 Taxes and Interest**

Customer shall pay (and FLVS shall have no liability for), any taxes, tariffs, duties and other charges or assessments imposed or levied by any government or governmental agency in connection with this Agreement, including, without limitation, any federal, provincial, state and local sales, use, goods and services, value-added and personal property taxes on any payments due FLVS in connection with the Licensed Materials and other services provided hereunder, excluding only income taxes payable 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 license right with respect to the Intellectual Property Rights therein.

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.

**5.2 Confidential Information**

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party.

**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 any and 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.
- (d) The Customer hereby agrees that UCompass is the owner of any and all rights intellectual and otherwise for the UCompass Educator 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.
- (e) 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 enrollments at any time while providing service hereunder. FLVS will conduct an annual audit for instructional quality. The results of this audit will be provided to the franchise and the Florida Department of Education.

UCompass may audit the use of their proprietary products and enrollments at any time while providing service hereunder.

**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, except for any claim for breach of Section 5.2 (unauthorized disclosure of confidential information), or for breach of Section 6.3(A) (intellectual property indemnity), 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 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 the installation service that is the subject of the claim if the claim relates to a breach or default by FLVS of 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 any such damage).
- (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) To the extent permitted by law, FLVS will defend or (at its option) settle any claim or action brought against Customer to the extent that it is based on a claim that the Licensed Materials infringe any copyright, patent, trade secret or trademark enforceable in the United States of America of any third person ("Infringement Claim") and will indemnify to the extent permitted by law Customer against damages and costs awarded against Customer by a court of competent jurisdiction by final order from which no appeal is taken or the time for appealing has expired, provided that Customer notifies FLVS promptly in writing of same, and provided further that Customer permits FLVS to Control the litigation and to defend, compromise or settle the claim and provides all available information, assistance and authority to enable FLVS to do so. FLVS shall not be liable to reimburse Customer for any compromise or settlement made by Customer without FLVS's prior written consent, or for any legal fees or expenses incurred by Customer in connection with such claim.
- (b) Should the Licensed Materials or any of them become, or in FLVS's sole opinion be likely to become, the subject of a claim of infringement, misappropriation, or violation of an Intellectual Property Right (an "Infringement Claim") FLVS may (i) procure for the Customer, at no cost to the Customer the right to continue to use the Licensed Materials which are the subject of the Infringement Claim (ii) replace or modify the Licensed Materials or part thereof subject to such Infringement Claim with software or documentation of at least comparable functionality at no cost to the Customer, or (iii) if neither of the foregoing alternatives are reasonably practical in FLVS's sole judgment, remove the component that is the subject of the Infringement Claim or any or all other parts of the Licensed Materials and refund to the Customer the License Fees paid by Customer for part removed as depreciated on a straight line five (5) year basis from the date of delivery of the part to the Customer.
- (c) 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, (ii) the use or combination of the Licensed Materials with the software, hardware or any other product not provided by FLVS, or (iii) any modification to the Licensed Materials or use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.
- (d) This Section 6.3 states the entire liability of FLVS and Customer's sole remedies with respect to any Infringement Claim.

**ARTICLE 7- RENEWAL**

**7.1 Term**

This Agreement shall be effective on the Effective Date and shall terminate in accordance with this Article.

- (a) Customer of FLVS may terminate Renewal Services at the end of a Renewal Term by providing the other with no less than thirty (30) days prior written notice before the end of the Renewal Term.

**7.2 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) user training (may include teacher/instructor training), (iii) consultation for new programs or equipment, (iv) 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, lighting, water or wind, or (v) 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 its 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 30 days of invoicing by FLVS.
- (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 receive 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 Franchise is unable to follow FLVS Franchise policies and procedures as documented through an annual audit.

**ARTICLE 8- TERM AND TERMINATION**

**8.1 Term**

This Agreement shall be effective on the Effective Date and shall terminate in accordance with this Article.

**8.2 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 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 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 party ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days written notice by FLVS or customer to the other party of its termination of the agreement.

**8.3 Returning Licensed Materials**

Within fifteen (15) days after termination or expiration of this Agreement for any reason, Customer shall return to FLVS the original and all copies of the Licensed Materials in the possession or control of Customer (including any copies in possession or control of

Business Third Parties or other Users) and shall certify to FLVS in writing that all such copies have been returned and/or deleted from all computer records. Customer shall also cease to use the Licensed Materials and ensure that all Business Third parties to whom Customer has given access to the Licensed Course Content also cease to use and return the Licensed Materials.

**8.4 Survival**

The parties hereto agree that provisions of Section 8.3, 9.9 and 9.10 and Article 5 shall survive and remain in full force and effect after the termination of the License or this Agreement for any reason.

**ARTICLE 9- GENERAL**

**9.1 Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement, as the case may be. The terms "this Agreement", "hereof", "hereunder" and similar expressions in this Agreement refer to this Agreement and not to any particular Article, Section or other portion and include any Agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Article and Sections of this Agreement.

**9.2 Extended Meanings**

In this Agreement words importing the singular number only shall include the plural and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. The terms "provision" and "provisions" in this Agreement refer to terms, conditions, provisions, covenants, obligations, undertakings, warranties and representations in this Agreement.

**9.3 Notices**

For the purpose of this Agreement, and for all notices and correspondence hereunder, the addresses of respective parties have been set out at the beginning of this Agreement and no change of address shall be binding upon the other party hereto until written notice thereof is received by such party at the address shown herein. All notices shall be effective upon receipt if delivered personally or sent by facsimile and seven (7) days after mailing if sent by registered mail.

**9.4 Currency**

All references to currency are deemed to mean lawful money of the United States of America unless expressed to be in some other currency.

**9.5 Force Majeure**

If the performance of this Agreement, or any obligation thereunder except the making of payments hereunder is prevented, restricted, or interfered with by 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 governmental 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.

**9.6 Severability**

The parties agree that it is the intention of each party not to violate any public policy, statutory or common law or government regulation. To the extent that any provision, portion or extent of this Agreement is deemed to be invalid, illegal or unenforceable, such provision, portion or extent shall be severed or deleted here from or limited so as to give the effect to the intent of the parties insofar as possible and the parties will use their best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provisions and each remaining provision so remaining shall be enforced.

**9.7 Assignment**

Neither party is authorized to assign this Agreement without the prior written permission of other party.

**9.8 Waiver**

No modification, addition to or waiver of any rights, obligations or defaults shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default. No delay or failure of either party in exercising any right hereunder and partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any rights hereunder.

**9.9 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its conflict or choice of law, rules or principles.

**9.10 Dispute Resolution and Arbitration**

The parties agree that if there is a disagreement regarding the terms of this agreement, the parties will engage in discussions to resolve the dispute prior to any litigation being filed.

**9.11 Public Relations**

Customer agrees to make itself available as a third party reference for FLVS and to comment on the quality of services (including course content) performed by FLVS, as reasonably requested from time to time by FLVS. Customer gives permission to FLVS to use Customer's name in a representative Customer list, and in any marketing collateral, case studies, and press releases. Customer will allow FLVS to post Customer's corporate logo on the FLVS Website. Customer agrees to participate in FLVS Media Training. Customer agrees to use only FLVS collateral or FLVS approved collateral in all public relations efforts.

**9.12 Non-Solicitation Agreement**

The FLVS Franchise agrees that during the term of this agreement, except as provided elsewhere in this agreement or through mutual consent of both organizations – it shall not:

- directly or indirectly engage, hire, employ, or solicit any employee of FLVS, or any subsidiary or affiliate of FLVS, or otherwise induce or attempt to induce any employee of FLVS to leave employment of FLVS or alter the employment relationship of any employee with FLVS;

Florida Virtual School agrees that during the term of this agreement, except as provided elsewhere in this agreement or through mutual consent of both organizations – it shall not:

- directly or indirectly engage, hire, employ, or solicit any employee of the Franchise or otherwise induce or attempt to induce any employee of the Franchise to leave employment of Franchise or alter the employment relationship of any employee with Franchise.

**9.13 FLVS Policy Adherence**

The FLVS Franchise agrees that during the term of this agreement the Franchisee and its employees will adhere to all FLVS policies regarding course delivery, instructional practices, and student management. The policies may be found in Appendix B and Appendix E.

**APPENDIX A-**

The Components, which are the subject of the FLVS Franchise License, including FLVS course content, 3<sup>rd</sup> party components, FLVS Virtual School Administrator Registration and Student Information System, and the UCompass.com Educator Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

**1. Licensed Materials**

Customer may only utilize the above Components in the following School District: Clay County. The Effective Date for this license is **July 1, 2009**, and is in effect until **June 30, 2010**.

**2. Fees**

- There is no Franchise Fee for the 2009-2010 contract year.
- The per half-credit enrollment fee is listed below:

\$50.00 per half-credit enrollment with no minimum number of enrollments

The total contract value will include only the per half-credit enrollment fees and will be based on all enrollments outside the 28 day Grace Period. See Definitions 1.1(i)

Payment of the contract will be quarterly with payment for enrollments served as of October 31, February 28, April 30, and June 30.

FLVS

Licensee  
Representative

Signature

*Julie E. Young*

Signature

Name

Julie Young

Name

Ben Wortham

Title

President and CEO

Title

Superintendent

Date

7-9-09

Date

**APPENDIX B**

This Appendix sets out the expectations pursuant to which a Florida County School Board may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise License – Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination of the franchise.

**1. Florida Virtual School Responsibilities:**

1. Provide a Franchise Manager assigned to support the Franchising district;
2. Provide access to LMS platform;
3. Provide contact information for platform provider;
4. Provide online training on LMS platform;
5. Provide hosting of courses on LMS platform;
6. Provide online course content;
7. Provide course materials to students to be returned to FLVS main office at the conclusion of the course unless deemed disposable;
8. Provide a course grid for identification of courses to be licensed as well as teacher contact information;
9. Provide FLVS teacher trainer contact information;
10. Provide course content training and mentoring for franchise teachers;
11. Provide course updates;
12. Provide Student Information Management System (VSA);
13. Provide online training on Student Information Management System (VSA);
14. Provide Virtual Leadership Training to franchise leader;
15. Provide required job descriptions unique to the online learning environment;
16. Provide a mid-point and year-end evaluation of the program;
17. Provide annual accountability report to DOE;
18. Provide Franchise Media Training;
19. Provide Franchise Instructional Leadership Training;
20. Provide monthly online meetings for all district franchise managers;
21. Provide Professional Development opportunities.
22. Provide syllabus documents for AP courses for use in AP audit process.

**2. The Franchising School District is Responsible for the Following Items:**

1. Schedule a meeting with representatives of FLVS (via the Franchise Manager) 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 assuring 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 franchise district's school board to discuss and/or consider action regarding FLVS, this agreement, or the terms thereof;
3. Return the signed contract before the course grid can be accepted.
4. Complete course grid three (3) weeks prior to course delivery date and teacher training; teachers may not be listed as TBA;
5. Provide payment as specified in contract;
6. Provide a point of contact for FLVS at the district level and at the franchise leadership level;
7. Use the LMS (UCompass Educator) utilized by FLVS; Use the FLVS Student Information System (Virtual School Administrator-VSA);

8. Assist in collecting course materials from students for return to FLVS;
9. With regard to this product, serve only students enrolled within the Franchising county
10. Make the online program available to public, private, and registered homeschool students within the Franchising county
11. Allow district students the option of franchise or Florida Virtual School courses;
12. Enforce the FLVS student grace period of 28 days;
13. Enforce FLVS policies for removing students from online courses after the grace period;
14. Support, monitor, and enforce teacher communication policies with student and parent, including but not limited to the monthly telephone call, no contact phone calls, oral components in course work;
15. Require new teachers participate in five follow-up conference calls with franchise mentor after completing the online teacher training course;
16. Ensure adjunct teachers are available to students an adequate amount of time to deliver instruction, no less than 16 hours per week, including some weekend time;
17. Support, monitor, and enforce teachers logging all student/parent/teacher communication in the, VSA;
18. Utilize the academic integrity policies established by FLVS;
19. Complete the FLVS Virtual School Leadership Training;
20. Analyze progress report, phone call, completion data, and conduct classroom walk-throughs monthly and report to the FLVS Franchise Manager by specified due date;
21. FLVS suggests the districts hold quarterly face to face meetings of district franchise employees. Notify FLVS Franchise Manager and/or Franchise Mentor as to the date of the meetings.
22. Deliver only FLVS developed courses in the franchise iteration of the LMS. Courses that are not available from FLVS may be requested for possible co-development projects;
23. Use the online course content in its entirety as the primary instructional content for students;
24. Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility;
25. Ensure teachers of Advanced Placement courses have completed College Board teacher training or are in the process of attaining it;
26. 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.
27. Participate in online training for course content;
28. Participate in online training for Virtual School Administrator VSA;
29. Participate in training for the LMS, UCompass Educator;
30. Participate in mid-point and end-of-year evaluations with the year-end being done by an FLVS approved third party organization;
31. Participate in the Franchise Media Training provided by FLVS;
32. Participate in the Franchise Instructional Leadership Training provided by FLVS during the months of July, September and January.
33. FLVS strongly suggests the district employ a full time franchise leader whose primary duty is to supervise, monitor, and evaluate the franchise teachers and its program;
34. Implement teacher memorandum of agreement provided by FLVS as Appendix E;
35. Provide a calendar of regular, ongoing staff meetings for franchise teachers to FLVS so that representatives may attend;
36. Achieve an 80% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
37. Remove or reassign any teachers providing services pursuant to this license who FLVS identifies as failing to properly deliver the curriculum.

FLVS

Licensee  
Representative

Signature

*Julie E. Young*

Signature

Name

Julie Young

Name

Ben Wortham

Title

President and CEO

Title

Superintendent

Date

7-9-09

Date

Signature

Signature

Name

Name

Title

Title

Date

Date

**APPENDIX C**

**FLVS Virtual School Administrator**

**END USER LICENSE AGREEMENT (EULA)**

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**APPENDIX D**

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**APPENDIX E**

As a Franchise Instructor, I understand and agree to the FLVS Franchise Teaching Policies as outlined below.

**FLVS Principles and Beliefs:**

As at FLVS, franchise staff members are expected to follow the FLVS Principles and Beliefs.

**FLVS Credo:**

- The student is the driving force behind every decision we make.
- We never lose sight of the student and the individuals who support our students.
- We are an educational organization that maximizes learning.
- Our primary measures of success are customer loyalty and student achievement and stakeholder loyalty.
- We operate as a visionary, entrepreneurial organization with minimal bureaucracy.
- Integrity and trust are at the heart of the organization.
- We plan ahead for the future rather than become comfortable with the present.
- Outstanding teamwork is at the foundation of our success.
- FLVS is an organization devoted to providing an empowering environment for educators and encouraging life balance and professional growth.

**FLVS Core Beliefs:**

- that learning occurs through the development and delivery of dynamic, engaging, and transdisciplinary curricula;
- that students learn best through actively participating and applying knowledge to relevant situations and issues;
- that students learn best when they, their instructors, family, peers, and community members interact as facilitators of learning and share responsibility for student success;
- that instruction should accommodate students' varied learning styles and intelligence types to assist and encourage the path and pace by which they learn best;
- that students must be provided with appropriate support services that link academic, personal, social, and career goals;
- that assessment should measure student knowledge, guide student development, and allow meaningful evaluation of the processes as well as the products of education.

Florida Virtual School and its franchises provide innovative educational opportunities, breaking the mold of traditional education. Educators involved in creating this "out of the box" learning environment exhibit extraordinary dedication to the success of students. Because of the uniqueness of our school and work environment, Florida Virtual School and its franchises do not follow all of the traditional educational norms and practices. Our virtual learning environment requires staff to change the way they do what they have always done. No bells ring; instead students choose the time convenient for them to "attend class." This necessitates that our staff be available to meet the unique scheduling needs of our students, many of whom will be working in their courses during non-traditional hours. Staff members support our students and parents by fulfilling many roles such as being motivators, mentors, and facilitators, all in the effort to ensure student learning and success. Only with the dedicated efforts of all staff will Florida Virtual School and its franchises reach the goal of providing the highest quality learning environment to students. To serve our virtual students effectively, the staff must affirm the *FLVS Beliefs*. To develop the highest quality virtual learning environment that the 21st century students deserve and need, we, as a staff, must share the FLVS vision and embrace the FLVS philosophy and expectations.

### FLVS Franchise Teaching Policies

Communication and interaction is 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. Instructional Support personnel are required to alert their immediate supervisor of their availability on days in which they will be traveling or away from their regular work location.

### General Communications Expectations

- All email and voicemail communication should be responded to within 24 hours during the work week. Weekend communication should be handled with the highest integrity and professional judgment.
- All instructional staff (full-time and adjuncts) are expected to have a publishable business telephone line. This phone must be answered in a professional manner ("This is Tracy Teacher speaking, how may I help you?") at all times, either in person or by an answering device ("Hi, you've reached Tracy Teacher of Florida Virtual School. I cannot take your call right now, but please leave your name, number and message, and I will return your call within 2 hours.") Your home phone line may not be used as your business line unless you can guarantee that it is answered as above.
- All instructional staff (full-time and adjuncts) are expected to have access to a fax machine or efax account that allows retrieval of faxes on a daily basis.
- All staff are expected to be immediately available to students, parents, and/or colleagues either by pager, cell phone, or telephone until a minimum of 8:00pm on the days that respective staff member has identified as a work day. As a means for providing good customer service to our students and parents, instructional staff should alert students to their weekly schedule and check their voicemail and email at least once on "off-days" just to confirm that no emergencies exist. Arranging for a colleague to check is acceptable.
- Teachers are expected to talk personally with each student once a month and the student's parent/guardian once a month.
- Teachers are expected to update course announcement pages frequently.
- If there is a problem with a student at a school, the school guidance counselor should be contacted.
- If a student is not performing, the teacher is expected to follow the communication procedures in our "no contact" policy.

### Student Drop Policy

Only through continuous communication can students be successful in an online course. Within each course the instructor outlines the weekly minimum work requirements. It is essential that the student and instructor maintain regular contact.

All students are required to sign the following statement upon registration:

I acknowledge that during the first **28 days** of being activated into my FLVS course I may drop the course without penalty. I understand that for each online course there are a minimum number of assignments that must be completed each week. Failure to submit the minimum

number of assignments on a weekly basis will result in my removal from the course and may result in a failing grade being assigned to my academic transcript. If I drop the course after completing 50% of the class requirements and fail to take the final exam, Florida Virtual School may issue an "F" for my final grade.

To ensure that our students are aware of this commitment, the processes below will be followed.

During the grace period, if you notice that a student is not progressing as they should, there are a few things you must do prior to removing the student from the course.

1. Contact the student by phone to alert them that they are not making appropriate progress and explain the consequences if such behavior continues once the grace period expires.
2. Contact the parent about the concerns.
3. Log the contacts in VSA.
4. Withdraw the student through VSA.

If the teacher initiates dropping students **after the grace period has expired**, a call is made to the student prior to a No Contact Letter and then a No Contact Phone Call must be made in order for the drop to be processed. The following steps should be taken in sequence:

Only through continuous communication can students be successful in an online course. Within each course the instructor outlines the weekly minimum work requirements. It is essential that the student and instructor maintain regular contact. To ensure that our students are aware of this commitment, the four-part process below will be followed:

1. If the student does not submit the expected number of assignment(s) within a period of seven (7) consecutive days, the student and parent(s) will receive a phone call from the instructor. During the call, the students, parents, and teacher will work to resolve any issues that prevent the student from submitting an acceptable number of assignments each week.
2. If the student does not respond to the phone call by submitting assignments within seven (7) days or does not continue to submit an acceptable number of assignments each week, the instructor will send an email to the student/parent(s) to remind them of the importance of submitting work and detailing the withdrawal process.
3. If the student does not respond by submitting assignments within fourteen (14) days of the initial phone call, FLVS will assume that the student does not intend to remain in the course, and the student will be administratively dropped from the course.
4. An official final grade report will be emailed to the student and his/her school upon completion of the course and the return of the course materials to the Florida Virtual School.

During the course request process, the student agrees to the following:

I acknowledge that during the first 28 days of being activated into my FLVS course, I may drop the course without penalty. Upon dropping a course after the first 28 days, a grade of WF will be issued. I understand that for each online course there are a minimum number of assignments that must be completed each week. Failure to submit the minimum number of assignments on a weekly basis may result in my removal from the course and may result in a failing grade being assigned to my academic transcript. If I drop the course after completing 50% of the class requirements and fail to take the final exam, Florida Virtual School will issue an "F" for my final grade. (Disclaimer: Local district/local school drop policies supersede.)

**Important Note:** Students, who have completed at least 50% of a semester course and decide to withdraw from the course, should be completed with a final grade of "F". Before a .5 credit can be earned in any course, the student must take and pass the semester final.

#### **Email Policy**

1. Check email frequently; at least twice per day. If you are going to be away from email for more than 1 day, use the "out of office" feature to alert people of your availability.
2. Archive all student communication via email for the current semester or year in which you are working with your student.
3. Create a system for storing email that would be logical to anyone. By student name is suggested.
4. Use Spell check on all emails before sending.
5. Do not use email to address difficult or controversial issues with students or parents. This includes concerns over the tone of student's communication with you or with other students,



concerns about the authenticity of student work, etc. Use the telephone. If you are unable to reach a parent and/or student by phone, it is certainly acceptable to send them an email, but try to refrain from using email as the forum for airing your concerns. Use email to alert them to the fact that you desire to speak to them via the telephone and identify some times when you will be available should they desire to contact you.

### Telephone/Voicemail Policy

1. Instructors are expected to check voicemail with the first check occurring no later than 9:00am. Full time staff is expected to check voicemail three times per day. Adjunct staff is expected to check voicemail once in the morning and once near the end of the workday.
2. Teachers are required to enter all telephone calls to students and parents into VSA. These logs are reviewed periodically by FLVS Administration and are used for school accountability reporting.

### Welcome Phone Call Policy

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors.

### 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, only the acknowledgment of receipt of assignments or questions. 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 in a timely manner and within a period of time that does not prevent the student from progressing through the course.
2. The Florida Virtual School uses the state adopted grading scale.

Per Florida statute: 232.2463 High School Grading System:

Grade A equals 90% through 100%....

Grade B equals 80% through 89%....

Grade C equals 70% through 79%...

Grade D equals 60% through 69%...

Grade F equals zero through 59%...

### Policy for 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. The following procedures will apply to alternate forms of student work:

1. 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 Educator.
2. Any change in how an assignment, an assessment, a module exam and/or final exam is designed, delivered, altered or modified must have the approval of your District Franchise Manager.

3. Keep digital documentation of any student work received by mail or fax. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in Educator.
4. All students are required to take all oral exams and pass the segment final exam before credit can be issued.

**Progress Report Policy**

Progress reports are created and sent via email to students and parents by the 15th of every month. If the 15th of the month falls on a weekend, reports will be sent on the previous Friday. As always, you are more than welcome to send your reports out early. If you are going to send them earlier than the 15th, please be sure that you are communicating with your students.

As a franchise teacher, I have read and agree to abide by all FLVS Franchise Policies.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Franchise Leader

\_\_\_\_\_  
Date

Please submit this form to Teresa Umstead at the FLVS office by fax at fax # 866.464.5659 within 10 business days of teacher employment with your franchise school.