



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2111
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June 21, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

SUBJECT: One-year Renewal of Master Contract with Florida Virtual School / FLVS Franchise and Permission to Place Purchase Order

As you recall, in accordance with Florida Statutes 1002.37 and 1002.415 and Senate Bill 1676, beginning with the 2009-2010 school year, each school district must provide eligible K-12 students with the option of participation in a virtual instruction program.

On July 6, 2010, the Board entered into a five-year contract, renewable annually by mutual consent, with Florida Virtual School/ FLVS. At this time, we are requesting approval to issue a Purchase Order to Florida Virtual School/FLVS Franchise for the second year of this contract. The attached contract was reviewed and approved by the Board's attorney from McClain, Alfonso Meeker & Dunn, P.A. via email correspondence dated June 8, 2011. Please see the attached memo from Ms. Jo Anne Glenn, Assistant Principal for Pasco eSchool, for detailed information regarding this request.

The cost, as outlined in the contract, is determined by the number of student enrollments and by the course selection. The annual cost of the fees paid is projected to be \$150,000. The program will be funded through FTE earned by students enrolled in grades 6-12 by successful credit completion per half credit.

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

KDG/mw

Date/Time: June 14, 2011 @ 08:44:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Pasco eSchool

JoAnne Glenn, Assistant Principal

813/ 346-1901 FAX: 813/ 346-1991

E-MAIL: jglenn@pasco.k12.fl.us

June 21, 2011

To: Kendra Goodman, Purchasing Agent

From: JoAnne Glenn, Assistant Principal for Pasco eSchool

Subject: Contract for School District Virtual Instruction Program (Florida Virtual School/FLVS Franchise)

In accordance with Florida Statute 1002.415, 1002.37 and Senate Bill 1676, beginning with the 2009-2010 school year, each school district shall provide eligible K-12 students within its boundaries the option of participating in a virtual instruction program. The program makes instruction available to students using online and distance learning technology in the nontraditional classroom.

To provide the students with a variety of learning opportunities and to support our schools as they work to comply with class-size requirement, Pasco eSchool requests approval for a contract to continue offering virtual courses with the following provider:

- The Florida Virtual School - FLVS

The cost, as outlined in the contract by the provider, is determined by the number of student enrollments and by the course selection. Generally, most courses carry a fee of \$50 per student, per semester.

The annual cost of the fees paid to this vendor is projected to be \$150,000. The program will be funded through FTE earned by students enrolled in grades 6-12 by successful credit completion per half credit.



RECEIVED

5-26-11 Dan

Florida
VirtualSchool

**Florida Virtual School
Franchise License (USA ss)**

This Agreement for services ("Agreement") made and entered into by and between Florida Virtual School (hereafter referred to as "FLVS") having principal offices at 2145 Metrocenter Blvd., Orlando, Florida 32835; and the School Board of Pasco County (hereinafter referred to as "Customer"), having principal offices at 2323 Little Rd. New Port Richey, FL 34655

This Agreement sets out the terms to which the Customer may use FLVS Licensed Materials. The "FLVS Franchise License Terms and Conditions" on the following pages of the document and the attached Appendix A-C all incorporated herein as a part of this Agreement. These documents constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the **1st** day of **July, 2011** (the "Effective Date").

Florida Virtual School

Licensee

Signature _____

Signature _____

Name Julie Young

Name _____

Title President and CEO

Title Superintendent

Date _____

Date _____

CONTRACT REVIEWED AND
APPROVED AS AMENDED:
[Handwritten Signature]



FLVS Franchise License
TERMS AND CONDITIONS

ARTICLE 1- INTERPRETATION

1.1 DEFINITIONS

In this Agreement and in Appendix A, 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 interests in such entity.
- (b) **"Business Days"** means any teacher work day, as defined by the districts calendar.
- (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 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) **"Billable Enrollment"** any student on active status in VSA for a minimum of 28 days. If a student is active in VSA for 28 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 course 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 System, or LMS"** means the softwarebased 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 3rd party Components required as part of the FLVS Course Content.

CONTRACT REVIEWED AND
APPROVED AS AMENDED:

- (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.

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

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 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 managementsystems.

2.2 Third Party Users

This agreement only authorizes customer to use the license course content solely for the benefit for students residing in their district, except as authorized by law.

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 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 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 Florida law.

ARTICLE 4-PRICE AND PAYMENT TERMS

4.1 License Fees

CONTRACT REVIEWED AND
APPROVED AS AMENDED:


- (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. 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 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

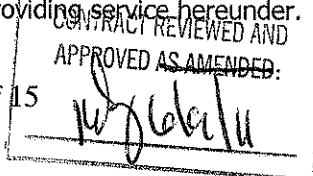
To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. Upon request, FLVS will provide Franchise Managers access to the student records of any Pasco County School District student enrolled via this franchise.

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. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer. The parties agree that in the event any such dispute arises, the parties will first participate in mediation, mediated by a Florida Supreme Court mediator, in an effort to amicably resolve the dispute.

5.5 Audit Rights

FLVS may audit the use of their proprietary products and enrollments 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 franchise and the Florida Department of Education.

5.6 Email Access

District is responsible for providing FLVS, upon request, all available email correspondence between teacher and student. Saved email will be maintained in the strictest confidence by FLVS .

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 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.

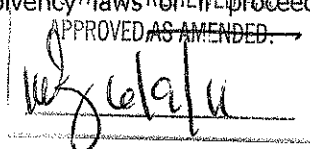
ARTICLE 7- TERM AND TERMINATION

7.1 Term

This Agreement shall be effective on the Effective Date for a period of one (1) year 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 this Agreement, 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 proceedings for the appointment of a trustee,

APPROVED AS AMENDED.


_____Initials; _____Initials

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.

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) 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- GENERAL

8.1 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.

8.2 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

Wyzdata

logo on the FLVS Website. Customer agrees to participate in FLVS Media Training and customer agrees to co-branding. Customer may use the FLVS logo on its website as a proud franchise partner.

8.3 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. Attached here to as Exhibit "B" are the FLVS policies.

8.4 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 providing virtual education, or otherwise induce or attempt to induce any virtual education employee of the Franchise to leave employment of Franchise or alter the employment relationship of any employee with Franchise.

8.5. 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, you join our 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 and C. As part of the agreement, you will undergo intermittent quality assurance audits performed by FLVS personnel. Customer will be provided a copy of all audits by FLVS and will be provided the opportunity to respond to any issues raised by an audit prior to completion and publication of a final audit report. FLVS reserves the right to report audit results to NCAA.

CONTRACT REVIEWED AND
APPROVED AS AMENDED:
[Handwritten Signature]

APPENDIX A

The Components, which are the subject of the FLVS Franchise License, including FLVS course content, 3rd party components, FLVS Virtual School Administrator Registration and Student Information System, and the 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: Pasco County. The Effective Date for this license is **July 1, 2011** and is in effect until **June 30, 2012**.

2. Fees

\$50.00 per billable half-credit enrollment with no minimum number of enrollments. This includes formative quality assurance for all franchise teachers.

3. Optional Fees

\$125.00 per half credit enrollment for:

Gaming courses (if available)

- Conspiracy Code American History (Course Code 2100310)
- Conspiracy Code Intensive Reading (Course Code 1000410- Must be offered in a computer lab setting)

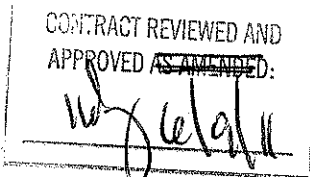
\$165.00 per half credit enrollment for:

- Drivers Education / Traffic Safety (Course Code 1900300)

4. Payment Schedule for billable enrollments served:

November 1, 2011 due on or before November 30, 2011

May 30, 2012 due on or before June 30, 2012



APPENDIX B

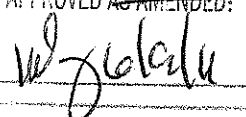
This Appendix sets out the expectations pursuant to which a Florida County School Board may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise License – Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination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

Florida Virtual School Responsibilities: (at no additional charge)

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 training on LMS platform;
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;
7. Provide a course grid for identification of courses to be licensed as well as teacher contact information;
8. Provide course updates;
9. Provide Student Information Management System (VSA);
10. Provide training on Student Information Management System (VSA);
11. Provide required job descriptions unique to the online learning environment;
12. Provide a mid-point and year-end evaluation of the program;
13. Provide annual accountability report to DOE;
14. Provide Franchise Media Training;
15. Provide Franchise Instructional Leadership Training;
16. Provide monthly meetings for all district franchise managers.
17. Provide an online format for dissemination of cross-franchise information;
18. Facilitate cross-franchise subject area meetings;
19. Provide syllabus documents for AP courses for use in AP audit process.

The Franchising School District 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 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 via email or U.S mail 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 by the 10th of the month prior to student activation in courses;
4. Provide payment as specified in contract;
5. Provide a point of contact for FLVS at the district level and at the franchise leadership level;
6. Use the LMS and Student Information System (VSA- Virtual School Administrator) utilized by FLVS
7. Complete course grid three (3) weeks prior to course delivery date and teacher training;
8. Assist in collecting course materials from students for return to FLVS;
9. Serve only students residing within the Franchising district;
10. Provide courses only designed and/or approved by Florida Virtual School in the districts of Florida Virtual School Franchises.
11. All student transfers must be approved and processed by Florida Virtual School.

CONTRACT REVIEWED AND
APPROVED AND RECOMMENDED:


12. Follow all FLVS withdrawal policies for removing students from online courses after the grace period of 28 days.
13. 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;
14. Require new teachers to participate in five follow-up conference calls with franchise training representative after completing the online teacher training course;
15. Require adjunct teachers to be available to students an adequate amount of time to deliver instruction, no less than 16 hours per week,;
16. Support, monitor, and enforce teachers logging student/parent/teacher communication in the Student Information Management System, VSA;
17. Utilize the academic integrity policies established by FLVS;
18. Analyze progress report, phone call, completion data, and conduct classroom walk-throughs monthly and report to the FLVS Franchise Manager by the 5th of each calendar month;
19. Require that all teachers have been through Florida Virtual School new teacher training before being placed in a classroom with students.
20. Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility;
21. Require teachers of Advanced Placement courses have completed College Board teacher training or are in the process of attaining it;
22. 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;
23. Participate in mid-point and end-of-year evaluations with the year-end being done by an FLVS approved third party organization;
24. Participate in the Franchise Instructional Leadership Training;
25. Employ a full time franchise leader whose primary duty is to supervise, monitor, and evaluate the franchise teachers and its program;
26. Implement teacher Memorandum of Agreement provided by FLVS as Appendix C;
27. Provide a calendar of regular, ongoing staff meetings for franchise teachers to FLVS so that representatives may attend;
28. Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor;
29. Franchising customer will work to create and monitor a plan for improvement, and then reassign teachers who's performance remains unacceptable according to the terms of the collective bargaining agreement.

FLVS

Licensee
Representative

Signature

Signature

Name

Julie Young

Name

Title

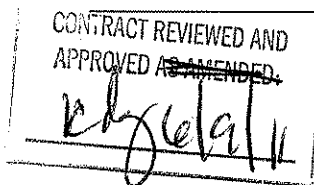
President and CEO

Title

Superintendent

Date

Date



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 world-wide, one student at a time.

FLVS Values:

- Student Focus
- Innovation
- Integrity
- Passion
- Communication

FLVS Commitment:

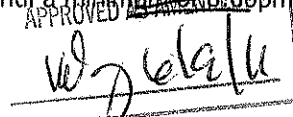
The student is the center of every decision we make.

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 judgement.
- 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.") 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 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

APPROVED


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.
- Teachers are expected to perform discussion based assessments as scheduled and additional as needed.
- 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.

Academic Integrity

Academic Integrity, along with hiring the best and the brightest instructional staff, is one of our core values. 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:

<http://www.flvs.net/areas/flvscourses/Documents/AcademicIntegrity.pdf>

Student Drop Policy

Florida Virtual School sets high expectations for the success of its students. We are committed to meeting the needs of all students and will work tirelessly to facilitate student success. To maintain instructional momentum, students are required to submit assignments in their course on a Weekly Basis and to maintain regular contact with their instructors.

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 Florida Virtual School drop policy. It is the responsibility of the student/parents to be informed of their local school district policies.)

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 few things you must do prior to removing the student from the course.

IF YOU ARE REVIEWED AND
NOTICE THAT A STUDENT IS NOT
PROGRESSING AS THEY SHOULD,
THERE ARE FEW THINGS YOU MUST
DO PRIOR TO REMOVING THE
STUDENT FROM THE COURSE.

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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. This is accomplished by filtering to the "Contact View", and selecting "Change Status" in the "Contact Action" column. This will take you to the "Change Status Request" form, select "Withdraw" from the drop-down, indicate reason in box provided, and click "Submit".

If the teacher initiates dropping students **after the grace period has expired**, a No Contact Letter and a No Contact Phone Call must, at minimum, be processed. The following steps should be taken in sequence:

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 No-Contact letter notifying them of the student's unacceptable pace for submitting assignments. The No-Contact letter is posted in VSA to the student, guardian, and school counselor upon being triggered by the instructor.
2. If the student does not respond to the letter by submitting assignments within seven (7) days, the instructor(s) will make a telephone call to the student and parent(s).
3. If the student does not respond by submitting assignments within fourteen (14) days of the initial letter, you may assume that the student does not intend to remain in the course, and the student may be administratively dropped from the course.

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 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. Spell check 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 in which you will be available should they desire to contact you.

CONTRACT REVIEWED AND
APPROVED AS MEMBERS

W. Galala

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_____Initials; _____Initials

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 with 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 the LMS.
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 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 the LMS.



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 Name

Certification Areas

Teacher Signature

Date

Franchise Leader

Date

Please submit this form to the franchise manager within 10 business days of teacher employment with your franchise school.

CONTRACT REVIEWED AND
APPROVED AS AMENDED:
[Handwritten Signature]