



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 19, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG/mw*

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 1002.451 and Senate Bill 1676, beginning with the 2009-2010 school year, each 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 third year of this contract. The attached contract was reviewed and approved by the Board's attorney from McClain, Alfonso, and Meeker & Dunn P.A. via email correspondence on May 8, 2012; please see the attached memo for Ms. JoAnne 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.

Please feel free to contact JoAnne Glenn or me at your earliest convenience if you have any questions or concerns.

KDG/mw
Attachments

Date/Time: June 13, 2012 08:55:00



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 1, 2012

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.

FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA
SCHOOL DISTRICT

THIS FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this ____ day of _____, 2012, by and between the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metro Center Boulevard, Orlando, Florida, 32835 and Pasco County (hereinafter referred to as "Customer"), having principal offices at _____, (hereinafter referred to as "Customer"), having its principal place of business at 2323 Little Rd. New Port Richey, FL 34655, provides as follows:

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

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

WHEREAS, Florida Statute 1002.37(5)(i) authorizes FLVS to enter into franchise agreements with Florida school districts,

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

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained in the attachment labeled FLVS Franchise Agreement TERMS AND CONDITIONS section for the State of Florida School District Franchise Agreement.
2. Customer hereby agrees to accept said franchise for the academic school year July 1, 2012 through June 30, 2013. In accepting the franchise agreement Customer does hereby agree to be bound by and comply with all terms and conditions contained herein and/or

CONTRACT REVIEWED
AND APPROVED:

6-8-12

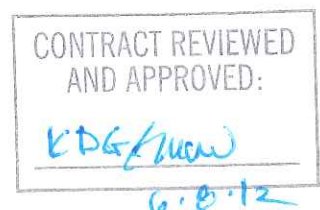
contained in the attachment labeled FLVS Franchise Agreement TERMS AND CONDITIONS for the State of Florida School District Franchise Agreement. All terms and conditions contained FLVS Franchise Agreement TERMS AND CONDITIONS State of Florida School District Franchise are hereby incorporated herein by reference as true and correct and binding on the parties.

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (90-plus days) accounts will be subjected to a 10 percent late fee and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

4. The term shall be effective on the effective date for a period of one (1) year and shall terminate in accordance with this article.

Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.



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

FLORIDA VIRTUAL SCHOOL

LICENSEE

Signature

Signature

Name

Name

Title

Title

Date

Date

CONTRACT REVIEWED
AND APPROVED:
KDG/lmw 6-8-12

**FLVS Franchise Agreement
TERMS AND CONDITIONS**

ARTICLE 1- INTERPRETATION

1.1 DEFINITIONS

In this Agreement and in Appendix A, B, C and D, 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. In the event of a significant technical issue within VSA or Educator, a one day grace period extension will be granted for each 24 hour period the referenced system is down.
- (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 software based system ("Platform") that must be utilized to access the Licensed Course Content.
- (m) **"License"** means Customer's license to use the Licensed Materials described in Appendix A.
- (n) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.
- (o) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional 3rd party Components required as part of the FLVS Course Content.
- (p) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to Customer.
- (q) **"Platform Provider"** means learning management system provider.

"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. - 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 management systems.

2.2 Third Party Users

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

Course Content for other than the direct benefit of Customer's internal benefit, in accordance with the terms of this agreement and the customer shall assure third party compliance with this provision and the terms of this agreement.

ARTICLE 3-DELIVERY AND INSTALLATION

3.1 Delivery of Licensed Materials

FLVS agrees to deliver 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

- (a) Customer shall pay to FLVS the franchise fees described in Appendix A (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A. 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 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. 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 continuous audits for instructional quality. The results of this audit will be provided to the customer and the Florida Department of Education.

5.5 Email Access

District is responsible for providing FLVS, upon request, all email correspondence between teacher and student.

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, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either part ceases or threatens to cease to carry on business; or (iii) 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 customer 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 Non-Solicitation Agreement

FLVS and the Customer agree that during the term of this agreement, except as provided elsewhere in this agreement or through mutual consent of both



organizations - they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other;

8.3 NCAA

NCAA continues to evolve its policy regarding evaluation of virtual school course work for student athletes. FLVS enjoys a strong working relationship with NCAA, and, as our franchise partner, the Customer will join FLVS's umbrella by signing this agreement and agreeing to abide by all FLVS policies regarding course delivery, instructional practices, and student management found in Appendices B and C. As part of the agreement, the Customer will undergo intermittent quality assurance audits performed by FLVS personnel. The Customer will have access to all audit reports. FLVS reserves the right to report audit results to NCAA.

8.4 Background Screening

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

8.5 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.



8.6 Non-Discrimination

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

8.7 Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. FLVS agrees to cooperate with Customer regarding any audit requirements of FLDOE.

8.8 Entire Agreement

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

8.9 Amendments

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

8.10 Waiver

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.11 Compliance with Laws

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

8.12 Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that



provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

8.13 Notice

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

To FLVS: Florida Virtual School
2145 Metrocenter Blvd.
Orlando, Florida 32835

With a Copy to: Julie Young
2145 Metrocenter Blvd.
Orlando, Florida 32835

To Customer: Superintendent of Schools

8.14 Authority

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



APPENDIX A

The Components, which are the subject of the FLVS Franchise Agreement, including FLVS course content, 3rd party components, FLVS Virtual School Administrator Registration, Student Information System, and the Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

1. Courses Available August 2012

Adaptive Physical Education IEP or 504 Plan
Advanced Algebra with Financial Applications
Algebra I / Algebra I Honors
Algebra II / Algebra II Honors
American Government / American Govt. Honors
American History / American History Honors
Anthropology
AP Art History
AP Biology
AP Calculus AB
AP Calculus BC
AP Computer Science A
AP English Language and Composition
AP English Literature and Composition
AP Environmental Science
AP Human Geography
AP Macroeconomics
AP Microeconomics
AP Spanish
AP Statistics
AP U.S. Government and Politics
AP U.S. History
Beginning Spanish
Biology I / Biology I Honors
Calculus
Chemistry I / Chemistry I Honors
Chinese I
Chinese II
Chinese III
Civics
Comprehensive PE 6/7
Comprehensive PE 7/8
Comprehensive Science 1 / C.S. 1 Advanced (6th)
Comprehensive Science 2 / C.S. 2 Advanced (7th)
Comprehensive Science 3 / C.S. 3 Advanced (8th)

Computer Programming - Basic I
Computer Programming I
Computing for College and Careers
Creative Photography
Critical Thinking and Study Skills
Critical Thinking, Problem Solving and Learning Strategies
Driver Education
Earth Space Science / ESS Honors
Economics / Economics Honors
English I / English I Honors
English II / English II Honors
English III / English III Honors
English IV / English IV Honors
Fitness Lifestyle Design
Forensic Science
French I
French II
Geometry / Geometry I Honors
Guitar
HOPE
Intermediate Spanish
Journalism
Keyboarding
Language Arts 1 / L.A. 1 Advanced (6th)
Language Arts 2 / L.A. 2 Advanced (7th)
Language Arts 3 / L.A. 3 Advanced (8th)
Latin I
Latin II
Latin III
Law Studies
Liberal Arts Math
Life Management Skills
M/J Fitness 6
Marine Science / Marine Science Honors
Mathematics 1 / Math 1 Advanced (6th)
Mathematics 2 / Math 2 Advanced (7th)
Mathematics 3 / Math 3 Advanced (8th)
MJ Career Education
MJ World History/MJ World Advanced (7th)
Music Appreciation
Personal and Family Finance
Personal Fitness
Philosophy
Physical Science / Physical Science Honors
Physics I / Physics I Honors



Pre-Calculus
 Psychology I
 Reading for College Success
 Reading I / Reading I Advanced (6th)
 Real World Parenting
 Sociology
 Spanish for Spanish Speakers
 Spanish I
 Spanish II
 U.S. History / U.S. History Advanced (8th)
 Web Design 1
 Web Design 2
 World Cultures/ W.C. Advanced (6th)
 World Geography / W.G. Advanced (7th)
 World History / World History Honors
 World Religions

2. Fees

- \$50.00 per billable half-credit enrollment plus the cost of materials with no minimum number of enrollments
- \$165.00 per half credit enrollment for: Drivers Education / Traffic Safety (Course Code 1900300)

Course	Materials Cost per enrollment
Anthropology	\$40.00
AP Biology	\$40.75
AP Calculus AB	\$79.00
AP Calculus BC	\$63.50
AP U.S Government and Politics	\$21.25
AP U.S History	\$21.25
Calculus	\$64.50
Computer Programming	\$65.00
Creative Photography	\$40.00
Forensic Science	\$40.00
Guitar	\$40.00
Law Studies	\$40.00
Music Appreciation	\$40.00
Personal and Family Finance	\$40.00
Philosophy	\$40.00
Real World Parenting	\$40.00
World Religions	\$40.00

CONTRACT REVIEWED
 AND APPROVED:
KDG/m.w. 6-8-12

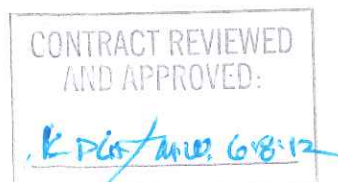
FLVS Payment Schedule for billable enrollments served:

November 1, 2012 due on or before November 30, 2012

May 30, 2013 due on or before June 30, 2013

Course discontinuation

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



APPENDIX B

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

Florida Virtual School Responsibilities:

1. Provide a Franchise Manager assigned to support the customer's district;
2. Provide access to LMS platform;
3. Provide contact information for platform provider;
4. Provide systems training during the 2012-2013 fiscal year for franchises;
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 course updates;
8. Provide Student Information Management System (VSA);
9. Provide a mid-point and year-end evaluation of the program;
10. Provide annual accountability report to DOE;
11. Provide Franchise Media Training;
12. Provide Franchise Instructional Leadership Training during the 2012-2013 FLVS fiscal year to one franchise manager per year;
13. Provide monthly meetings for all district franchise managers.
14. Provide syllabus documents for AP courses for use in AP audit process.
15. Provide notice, when possible, of substantial changes to the LMS, SIS, or CMS systems, as well as detailed information about the anticipated affects on the user functionality for franchises.
16. Provide 30 days' notice of plans to discontinue any course offering listed herein after July 1, 2012.

The Customer is Responsible for the Following Items:

1. Schedule a meeting with representatives of FLVS and the Superintendent or his/her designee in March, April, May, or June prior to the implementation of this Agreement. Said meeting is for the purpose of ensuring a correct and quality implementation of the franchise program and must occur before the franchise contract will be renewed for the following school year;
2. Provide FLVS seven (7) days written notice of any meeting of customers' 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. Adhere to all branding policies as outlined in the FLVS Marketing and Communications franchise policy guide;
7. Use the FLVS Learning Management System and Student Information System;
8. Complete course list (3) weeks prior to course delivery date;
9. Provide only Florida Virtual School courses within the franchise;
10. All student transfers must be approved and processed by Florida Virtual School.
11. Use the academic integrity policies established by FLVS;
12. Require that all teachers have completed new teacher training before being placed with students;
13. Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility;
14. 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;
15. Participate in mid-point and end-of-year Franchise evaluations with the year-end being done by an FLVS approved third party organization;
16. Participate in the Franchise Instructional Leadership Training;
17. Employ a franchise leader whose primary duty is to supervise, monitor, and evaluate the franchise teachers and its program;
18. Implement teacher Memorandum of Agreement provided by FLVS as Appendix C to be submitted to FLVS upon request;
19. Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor;
20. All public records requests received regarding this franchise agreement or any services provided thereunder must be provided to Florida Virtual School within 24 hours of the receipt by the customer;
21. The franchise will apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this agreement that FLVS identifies as failing to properly deliver the curriculum;
22. All travel and conference expenses for the FLVS Staff Conference will be the sole responsibility of the franchise district. Per attendee cost for the event will be available no later than July 1, 2012. Registration fees will be due before conference attendance.
23. Provide notice, when possible, of substantial changes to the LMS, SIS, or CMS systems, as well as detailed information about the anticipated affects on the user functionality for franchises.
24. Provide 30 days' notice of plans to discontinue any course offering listed herein after July 1, 2012.



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 Policy Guide

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

Academic Integrity

Academic Integrity, along with hiring the best and the brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning



organization. Done well, students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens.

- All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found:

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

Welcome Phone Call

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

Grading Student Work

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

W/NG Withdrawn- No grade (No academic penalty) Note: Student must withdraw during the grace period to receive no penalty.

W/F Student withdrew with unsatisfactory performance after the no-penalty grade period.

C/F: Student withdrew with unsatisfactory performance after completing 50% of the course.

Final Exam Policy

The purpose of the final exam is to assist in validating that students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the



sole determiner of student achievement; however, students are required to take and successfully pass a final exam in all FLVS courses.

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

Minimum Length of Courses

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

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

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

Documentation of Student Work

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

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.



APPENIDIX D
Steps for Enforcement

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

Step one: Verbal Warning

- Memo to file summarizing discussion copied to the franchise manager.
- Franchise may file a written document outlining an opposing view with FLVS Franchise Manager, Director and Chief
- Verbal communication with franchise manager to identify deficiencies(s) with a plan for correction of identified deficiencies to bring franchise back into compliance within one week.

Step two: Additional Training

- If deficiency is not corrected, within one week from discussion with franchise manager and FLVS, with the franchise back in compliance of the franchise contract, parties involved will attend mandatory training, with costs being incurred by franchise, and/or be levied penalties and fines.

Step three: Franchise Probation

- Should the discrepancies continue FLVS will place the Franchise on probation

Step four: Franchise Termination

- If franchise is not in compliance within 3 weeks, within one week from discussion with franchise manager and FLVS, of the identified deficiencies, FLVS reserves the right to terminate the agreement with the franchise.

