

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 The School Board of Broward County, Florida (hereinafter referred to as "Customer"), having principal offices at 600 S.E. 3rd Avenue, Fort Lauderdale, FL 33301.

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

Signature _____
Name Julie Young
Title President and CEO
Date _____

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

James F. Notter, Superintendent of
Schools

Approved as to Form and Legal Content:

School Board Attorney

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 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 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.
- (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 managementsystems.

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 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.

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.

5.5 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 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.

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- 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 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 logo on the FLVS Website. Customer agrees to participate in FLVS Media Training and customer agrees to co-branding. Customer agrees to use only FLVS collateral or FLVS approved collateral in all public relations efforts.

8.3 FLVS Policy Adherence

The Customer agrees that during the term of this agreement the customer and its employees will adhere to all FLVS policies regarding course delivery, instructional practices, and student management

8.4 Non-Solicitation Agreement

The Customer 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 Customer or otherwise induce or attempt to induce any employee of the Customer 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, 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 **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.

8.13 **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.

8.14 **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 effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

8.15 **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
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Principal – Broward Virtual School
6600 SW Nova Drive
Fort Lauderdale, FL 33317

8.16 **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 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: Broward County, Florida. 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:

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 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 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 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 customers'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; teachers may not be listed as TBA;
8. Assist in collecting course materials from students for return to FLVS;
9. Serve only students residing within the customer's district;
10. Provide courses only designed and/or approved by Florida Virtual School in the districts of Florida Virtual School franchises unless the franchise seeks to offer courses not available through the Florida Virtual School course catalog.
11. All student transfers must be approved and processed by Florida Virtual School.

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, including some weekend time;
16. Support, monitor, and enforce teachers logging all 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. The franchise will apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this license that FLVS identifies as failing to properly deliver the curriculum.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

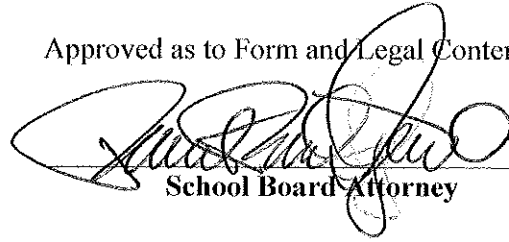
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

James F. Notter, Superintendent of
Schools

Approved as to Form and Legal Content:



School Board Attorney

FOR Florida Virtual School

(Corporate Seal)

Florida Virtual School

By _____

ATTEST:

, Secretary

-or-

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

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 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.
- 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

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 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. 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.

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 a Curriculum Specialist and your Instructional Leader.
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.