

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date		Agenda Item Number				
07/23/13	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Open Agenda</td> <td style="width: 50%; text-align: center;">Special Order Request</td> </tr> <tr> <td style="text-align: center;">X Yes No</td> <td style="text-align: center;">Yes X No</td> </tr> </table>	Open Agenda	Special Order Request	X Yes No	Yes X No	EE-4
Open Agenda	Special Order Request					
X Yes No	Yes X No					

TITLE:	Agreement with Florida Virtual School						
REQUESTED ACTION:	Approve the Agreement with Florida Virtual School.						
SUMMARY EXPLANATION AND BACKGROUND:	<p>Broward Virtual School was established in 2001 to accommodate students wishing to take courses online. Broward Virtual School provides full-time enrollment to students in grades 6 – 12, as a school of choice using Florida Virtual School courses. Florida Virtual School provides core subjects, world languages, elective honors, and advanced placement courses online and also provides professional development and technical support for Broward Virtual School teachers and students. This Agreement brings the District into compliance with Florida Statute 1002.45 – Virtual Instruction Programs.</p> <p>This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.</p>						
SCHOOL BOARD GOALS:	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> •Goal 1: High Quality Instruction <input checked="" type="checkbox"/> •Goal 2: Continuous Improvement <input type="checkbox"/> •Goal 3: Effective Communication 						
FINANCIAL IMPACT:	The financial impact to the District is estimated to be \$850,000. Funds are appropriated in Broward Virtual School’s operating budget.						
EXHIBITS: (List)	1. Proposed Agreement						
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:						
APPROVED	<table style="width: 100%;"> <tr> <td style="width: 70%;">Christopher McGuire</td> <td style="width: 30%;">754-321-1120</td> </tr> <tr> <td>Carol Barker</td> <td>754-321-0506</td> </tr> <tr> <td style="font-size: small;">Name</td> <td style="font-size: small;">Phone</td> </tr> </table>	Christopher McGuire	754-321-1120	Carol Barker	754-321-0506	Name	Phone
Christopher McGuire	754-321-1120						
Carol Barker	754-321-0506						
Name	Phone						
(For Official School Board Records' Office Only)							

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Maurice L. Woods
Chief Strategy & Operations Officer
Office of Strategy & Operations

Approved in Open Board Meeting on:

By:

JUL 23 2013

Louie Rich Levinson

School Board Chair

**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 23rd day
of July 2013, by and between

Florida Virtual School
(hereinafter referred to as "FLVS"),
Having its principal office at
2145 Metro Center Boulevard
Orlando, Florida 32835

and

The School Board of Broward County, Florida
(hereinafter referred to as "SBBC")
Having its principal place of business at
600 SE 3rd Avenue
Fort Lauderdale, Florida 33301

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, SBBC 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 SBBC agree as follows:

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein.

2. SBBC hereby agrees to accept said franchise for the academic school year July 1, 2013 through June 30, 2014. In accepting the franchise agreement customer does hereby agree to be bound by and comply with all terms and conditions contained herein and in the attached in Appendices A, B, C and D.

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.

4. The term shall be effective on the effective date for a period of one (1) year.

5. 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) with or without cause upon (90) days' written notice by FLVS or SBBC 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 or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

Florida Virtual School

Signature: Julie E Young

Name: Julie Young

Title: President and CEO

Date: 6/10/13

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Laurie Rich Levinson
Laurie Rich Levinson, Chair

ATTEST:

Robert W. Runcie

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 06/12/13
Office of the General Counsel

**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 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 SBBC hereunder which are set forth in Appendix A.
- (g) **"Customization"** means a client customizable area is provided which includes: 1) a communication policy, 2) netiquette recommendations, 3) pace charts, 4) student resource page, 5) optional contact and help pages, 6) state and national standards. 7) Drop policy - it is advised that a customizable drop/add period be no more or no less than the FLVS implemented 14 day drop/add period.
- (h) **"Data"** means SBBC information entered into the licensed products to include but not limited to student, staff, school, and parent information.
- (i) **"Billable Enrollment"** any student on Classroom Assigned or Active status in VSA for 30 days, FLVS will bill the customer for the student, regardless of the student's status upon SBBC'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 software based system ("Platform") that must be utilized to access the Licensed Course Content.
- (m) **"License"** means SBBC's license to use the Licensed Materials described in Appendix A.
- (n) **"License Fees"** means the license fees to be paid by the SBBC 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 SBBC 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, and Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to SBBC.
- (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 SBBC and SBBC hereby accepts from FLVS the personal, non-transferable and non-exclusive Franchise License to use the Licensed Materials for SBBC'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 SBBC's business, the parties intend that certain unrelated third parties with whom the SBBC has a business relationship such as a supplier or SBBC 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 SBBC. All such services will be solely for the benefit of SBBC's internal business operations. The

Business Third Parties may not utilize the Licensed Course Content for other than the direct benefit of SBBC's internal benefit, in accordance with the terms of this agreement and the SBBC 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 SBBC 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 SBBC 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 SBBC Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the SBBC 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) SBBC 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 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

SBBC 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 SBBC 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) SBBC shall not remove any proprietary copyright, patent, trademark; design right, trade secret, or any other proprietary rights legends from the Licensed Materials.
- (b) SBBC 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, SBBC shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.
- (c) SBBC 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 SBBC.

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 SBBC 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 SBBC hereunder for the licensed materials, (II) the amount paid by SBBC 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 SBBC 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 SBBC 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 SBBC by another person (even if FLVS has been advised of the possibility of any such damage).
- (c) FLVS shall be liable to SBBC as expressly provided in this agreement but shall have no other obligation, duty, or liability whatsoever in contract, tort or otherwise to SBBC 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 SBBC, 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 SBBC 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 SBBC for any compromise or settlement made by SBBC without FLVS's prior written consent, or for any legal fees or expenses incurred by SBBC 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 SBBC 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 SBBC.
- (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 Custom, (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 SBBC'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 SBBC 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 SBBC, (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 SBBC at its then applicable list price for providing such services. FLVS may also charge SBBC 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 SBBC 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 SBBC ceases to pay for and receive Renewal Services and later requests Renewal Services, SBBC 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 SBBC with any Renewal Services unless SBBC has paid for the Renewal Services in advance as required hereunder, and (iv) FLVS has no obligation to provide renewal services if SBBC 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 SBBC 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 SBBC 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 SBBC will undergo intermittent quality assurance audits performed by FLVS personnel. The SBBC 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 SBBC's school grounds when students are present, (2) will have direct contact with SBBC's students, or (3) have access or control of SBBC'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 SBBC 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 SBBC 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 SBBC, 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 SBBC 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.

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 SBBC: Superintendent of Schools
600 SE 3rd Avenue
Fort Lauderdale, Florida 33301

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 SBBC and the fees payable to FLVS hereunder are as follows:

The most current version of all FLVS courses available for public release, with the exception of those still in a pilot or BETA phase of development. Course release to Franchise will take place on or about July 1, 2013 and January 2014.

2. Fees

- \$50.00 per billable half-credit enrollment plus the cost of materials with no minimum number of enrollments
- \$100.00 per half credit enrollment for: Drivers Education / Traffic Safety (Course Code 1900300)
- Additional Materials Fee applies to the following. This list may be altered based on additional course releases during the year.

<u>Course</u>	<u>Materials Cost per enrollment</u>
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
Parenting	\$40.00

FLVS Payment Schedule for billable enrollments served:

November 1, 2013 due on or before November 30, 2013
May 30, 2014 due on or before June 30, 2014

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 SBBC 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 Operations Manager assigned to support SBBC's district;
2. Provide access to LMS platform;
3. Provide contact information for platform provider;
4. Provide systems training during the 2013-2014 fiscal year for franchises; inclusive of VSA, LMS, Blackboard Collaborate, and other systems utilized for student instruction.
5. Provide hosting of courses on LMS platform;
6. Provide course materials to students to be returned to FLVS main office at the conclusion of the course unless deemed disposable;
7. Provide course updates;
8. Provide Student Information Management System (VSA);
9. Provide Quality Assurance Reports on each Franchise instructor three times per year with due dates of: October, January, April;
10. Provide monthly "Voice of the Student" survey results;
11. Provide Annual District Satisfaction Report;
12. Provide Instructor Training for all new course releases;
13. Provide a mid-point and year-end evaluation of the program;
14. Provide annual accountability report to DOE;
15. Provide Franchise Instructional Leadership Training during the 2013-2014 FLVS fiscal year to one franchise manager per year;
16. Provide syllabus documents for AP courses for use in AP audit process.

SBBC 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 SBBCs' 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. Require all teachers of new courses have completed training on the new course;
14. Require that no student shall be completed in a course without having successfully passed the final segment exams.
15. Require that all teacher and student email communication be maintained within LMS.
16. Provide certified teachers in the subject they are teaching or teachers who possess statement of eligibility;
17. 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;
18. Participate in mid-point and end-of-year Franchise evaluations with the year-end being done by an FLVS approved third party organization;
19. Participate in the Franchise Instructional Leadership Training;
20. Employ a franchise leader whose primary duty is to supervise, monitor, and evaluate the franchise teachers and its program;
21. Implement teacher Memorandum of Agreement provided by FLVS as Appendix C to be submitted to FLVS upon request;
22. Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor;
23. 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 SBBC;
24. 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;
25. 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, 2013. Registration fees will be due before conference attendance.

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%...

Grade I, Incomplete

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

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. All email communication with student must be maintained within 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.

APPENDIX 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.
- 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 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 of the identified deficiencies, FLVS reserves the right to terminate the agreement with the franchise.