

**Memorandum of Agreement  
between  
The Florida Virtual School  
and  
The School Board of Broward County Florida**

**The Florida Virtual School is an Internet-based high school serving the students of the State of Florida. The for-credit coursework of the school is based upon the Sunshine State Standards. The Florida Virtual School, in partnership with school districts, makes instruction available at any time and in any place to Florida students. The Florida Virtual School prefers a Memorandum of Agreement for the purpose of ensuring a coordinated approach to instruction is provided to students.**

The following conditions are agreed to:

**I. The Florida Virtual School will**

1. Provide curriculum and instruction to students registered in accepted courses including any and all curricular materials necessary for completion of the course and the full facilitation of student progress by a teacher certified in field by the State of Florida and provide data about teachers and course assignments (Appendix A);
2. Provide inservice training to in-school facilitators in the district when FVS students are taking classes during the school day or from school based facilities;
3. Provide training and awareness programs to meet the needs of the school boards, administration and communities of the district;
4. Assess and evaluate student progress in accordance with the course for which the student has registered;
5. Award credit for successful completion of the course by the student;
6. Limit the number of enrollments from a specific school within a district for based on space available in the course(s); and
7. Implement a common drop policy for students enrolled in FVS courses;
8. Provide the district with information regarding FTE implications, NCAA Eligibility and FVS accreditation status (Appendix E).
9. Provide the district with the FVS yearly calendar which applies to all full-time staff members and affiliate teachers (Appendix G).

**II. The district will**

1. Collaborate with FVS on the provision of Advanced Placement Examinations, to include:
  - a. registering students in Advanced Placement classes in the district registration system;
  - b. order, receive and administer Advanced Placement examinations to district students registered jointly in FVS and the district;
  - c. pay for AP exams taken by students jointly registered in FVS and the district;

- d. order, receive and administer AP exams to home-school students within the district. The district will be reimbursed for the purchase price of the exam from the student/parent; and
  - e. provide FVS with the results of the AP exams of all students in the district taking AP coursework through FVS.
2. Verify essential demographic data entered in the student's AUP that must be signed by a guidance counselor;
  3. Provide email addresses of guidance counselors and/or computer laboratory facilitators as points of contact for students registered in FVS;
  4. Accept credit for successful student completion of FVS courses and enter credit on associated student cumulative records;
  5. Amend the district Pupil Progression Plan to allow student enrollment in The Florida Virtual School, if necessary;
  6. Retain responsibility for ESE and ESOL services required by part-time students enrolled in The Florida Virtual School and update and/or revise Individual Educational Plans where required;
  7. Establish a district policy that addresses student access to the technology necessary to participate in FVS courses offered in the district. The Florida Virtual School provides neither computers nor Internet access to students enrolled. Technology Specifications for participation in FVS courses is provided by FVS (Appendix F).
  8. Abide by the FVS drop policy outlined in Appendix D and provide FVS a copy of the district drop policy as it relates to FVS courses in which a student may be registered. The district drop policy should be included as Appendix H to this agreement.
  9. Assign a District Contact Person for correspondence between the district and The Florida Virtual School.

Dr. MaryAnn Butler-Pearson

(name)

Distance Learning Coordinator

(Position in district)

BECON

6600 SW Nova Drive

Ft. Lauderdale, FL 33317

(email address)

954/ 370-8364

(Telephone number)

954/370-1648

(Fax Number)

The District Contact will

- a. complete and return this agreement to FVS;
- b. distribute registration guidelines (Appendix C) in the district;
- c. establish that each registered student's home school is aware of the student's enrollment in The Florida Virtual School courses;
- d. ensure that students assigned to schools currently designated as "D" or "F" receive first priority for registration and are given an opportunity to register prior to students in other schools;

- e. serve as a local point of contact for students and parents involved in or interested in becoming involved in The Florida Virtual School.
- f. be responsible for providing demographic information about district students enrolled in The Florida Virtual School when such demographic information is not included in the registration process;
- g. ensure that credits awarded by The Florida Virtual School to district students enrolled on a part-time basis are entered onto the students' cumulative records;
- h. coordinate registration with administrators in the student's home school;
- i. assist in the coordination of training sessions for facilitators overseeing FVS activities taking place in school facilities during the school day. The training activities should be arranged to provide inservice credit for the facilitator where appropriate;
- j. provide FVS personnel (Appendix B) the opportunity to present informational materials and registration guidelines to district principals, assistant principals for instruction and curriculum, district staff, guidance counselor, and students to ensure appropriate placement of students and facilitate the registration process.

10. Provide the following information about the District's Home-school Officer for correspondence between the district and The Florida Virtual School:

Ms. Sharon Friedlander

(name)

Coordinator of Guidance, BRACE and Academic Advisement

(Position in district)

600 S.E. 3<sup>rd</sup> Ave, 12<sup>th</sup>

Fort Lauderdale, FL 33301

(email address)

954/712-1847

(Telephone number)

954/768-8919

(Fax Number)

- 11. Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable, Nothing herein shall be construed by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- 12. Venue for any course of action arising hereunder shall lie in Orange County, Florida.
- 13. 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.

14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to 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.

15. When any of the parties desire to give notice to the other, such notice must be sent in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the last place 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 representatives for giving notice:

To FVS: Julie Young, FVS Executive Director  
Florida Virtual School  
445 West Amelia Street  
Orlando, Florida 32801

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Phyllis Schiffer-Simon, Ed.D.  
Director, BECON  
6600 SW Nova Drive  
Fort Lauderdale, Florida 33317

With a Copy to: MaryAnn Butler-Pearson, Ed.D.  
BECON  
6600 Southwest Nova Drive  
Fort Lauderdale, Florida 33317

16. 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 either party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

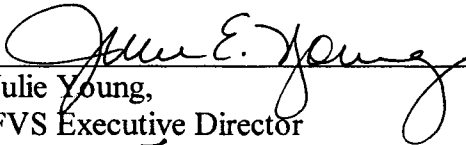
III. Students in Broward County are eligible to enroll in the FVS courses (Appendix A: Course Offerings)

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001 between The Florida Virtual School (FVS) and The School Board of Broward County, for the purpose of providing coordinated instruction to students through the resources of The Florida Virtual School during the 2001-2002 school year.

This agreement will be in effect on July 1, 2001.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on the dates shown by their respective names.

On Behalf of  
The Florida Virtual School  
445 West Amelia Street  
Orlando, FL 32801

  
\_\_\_\_\_  
Julie Young,  
FVS Executive Director  
Date: 7-10-01

On Behalf of The School Board of Broward County, Florida

Corporate Seal:

**The School Board of Broward County , Florida**

By

\_\_\_\_\_  
**Paul D. Eichner, Esq., Chairperson**

ATTEST:

\_\_\_\_\_  
**Franklin L. Till, Jr., Superintendent  
of Schools**

Approved as to Form:

  
\_\_\_\_\_  
**School Board Attorney**

## **Appendix A**

### **Course Offerings**

## Course Offerings 2001-2002

Students may register for any FVS course offering (contingent upon counselor and parent approval):

### Language Arts

Course Title(s)	Course Code Number(s)	Credit(s)
	Regular / Honors	
English I / English I Honors	1001310 / 1001320	1.0
English II / English II Honors	1001340 / 1001350	1.0
English III / English III Honors	1001370 / 1001380	1.0
English IV / English IV Honors	1001400 / 1001410	1.0
AP English Literature	1001430	1.0
AP English Language (new for Fall 2001)	1001420	1.0

### Math

Algebra I / Algebra I Honors	1200310 / 1200320	1.0
Geometry/Geometry Honors	1206310 / 1206320	1.0
Algebra II / Algebra II Honors	1200330 / 1200340	1.0
AP Calculus AB	1202310	1.0
Pre-Calculus (new for Fall 2001)	1202340	1.0

### Science

Earth Space Science / ESS Honors	2001310 / 2001320	1.0
Biology / Biology Honors	2000310 / 2000320	1.0
Marine Science/Marine Science Honors	2002500 / 2002510	1.0
Chemistry/ Chemistry Honors	2003340 / 2003350	1.0
Physics / Physics Honors	2003380 / 2003390	1.0
AP Biology	2000340	1.0

### Social Studies

Global Studies	2104320	1.0
World History/ World History Honors	2109310 / 2109320	1.0
American History/ American History Honors	2100310 / 2100320	1.0
American Government/ Am. Gov. Honors	2106310 / 2106320	.5
Economics/ Economics Honors	2102310 / 2102320	.5
AP American Government	2106420	.5
AP Microeconomics (new for Fall 2001)	2102360	.5
AP Macroeconomics (new for Spring 2002)	2102370	.5
AP American History (new for Fall 2001)	2100330	1.0

## Computer Education

Computer Programming Basic 1	0201330	.5
Computer Programming Basic 2	0201340	.5
Computer Applications I – HTML 3.2	0200310	.5
Computer Applications II – HTML 4.0	0200330	.5
Applied Computer Technology XHTML	0200340	.5
AP Computer Science A	0200320	1.0
AP Computer Science AB	0200380	1.0

## Business Technology

Business Computer Programming 1	8206010	1.0
Business Systems Technology	8209020	1.0
Emergent Computer Technologies	0200360	1.0
Web Design I	8207110	1.0
Business Software Applications -- PC Support (new for Fall 2001)	8212120	1.0

## Foreign Language

Latin 1	0706300	1.0
Latin 2	0706310	1.0
Latin 3 (new for Fall 2001)	0706320	1.0

## Health

Personal Fitness	1501300	.5
Life Management Skills	0800300	.5

## Miscellaneous

Sat Prep/ Critical Thinking Skills	1700370	.5
FCAT Prep	1000420	.5



## **Appendix B**

### **Names and Addresses of FVS Regional Directors**

## **Names and Addresses of FVS Regional Directors**

(The director of your district will be notified when the agreement is put in place and will initiate communications with the District Contact person.)

Area I -Regional Director: (Baker, Bay, Bradford, Calhoun, Columbia, Dixie, Escambia, Franklin, Gadsden, Gilchrist, Gulf, Hamilton, Holmes, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Nassau, Okaloosa, Santa Rosa, Suwannee, Taylor, Union, Wakulla, Walton, Washington)

Donna Weisman  
6435 Bold Venture Trail  
Tallahassee, FL 32308  
(850) 907-5744  
Email: [dweisman@fhs.net](mailto:dweisman@fhs.net)

Area II -Regional Director: (Alachua, Brevard, Citrus, Clay, Duval, Flagler, Hernando, Indian River, Lake, Levy, Marion, Orange, Osceola, Polk, Putnam, Seminole, Sumter, St. Johns, Volusia)

Felicia Ryerson  
445 West Amelia Street  
Orlando, FL 32801  
(407) 317-3326 ext.2574  
Email:

Area III- Regional Director: (Broward, Charlotte, Collier, Dade, DeSoto, Glades, Hardee, Hendry, Highlands, Hillsborough, Lee, Manatee, Martin, Monroe, Okeechobee, Palm Beach, Pasco, Pinellas, Sarasota, St. Lucie)

Lori Gully  
2118 SE 10<sup>th</sup> St.  
Cape Coral, FL 33990  
(941) 458-7486  
Email: [lgully@fhs.net](mailto:lgully@fhs.net)

## **Appendix C**

### **Registration Guidelines and Procedures**

## **Registration Guidelines and Procedures**

\*Students are not guaranteed enrollment in FVS courses – enrollment is based on course availability as posted on the FVS website.

The step-by-step procedure for registering can be found at the FVS website online. The following checklist will facilitate the registration process.

1. It is our policy that students should register themselves - if at all possible on the very computer they will later be using to access the course(s). This provides a validity check on the equipment, software, Internet Service Provider (ISP), and web browser that the student will be expecting to use for course access. This also helps us solve problems in any of these areas prior to a student actually entering a course only to find that something is not working or connecting properly. While registering, a student may be assisted by parents or school personnel, but should go through the process him/herself.
2. Gain access to the Internet through an Internet Service Provider (ISP) and the appropriate browser as deemed by The Florida Virtual School.
3. Login to our home page at <http://fhs.net>.
4. Preview our courses and read the course descriptions carefully to make sure student is getting what he/she needs or wants. To view a syllabus for each course, click the “Course Offerings” button on the homepage. To view sample activities from each course, click the “Showcase” button on the homepage.
5. Read our policies and procedures by clicking on the button marked FAQ's.
6. Complete the registration forms with the Student Profile information; following all directions and filling in all fields as accurately and completely as possible.
7. The log-on name and password will be assigned to the student. Remember: Student will enter his/her name and password every time he/she gains access to the course.
8. Read the Acceptable Use Policy (AUP). This can be read from the home page. The Agreement form should be printed after registering or updating registration information. The student **MUST** obtain necessary signatures and return this agreement to FVS, before he/she will be enrolled in any FVS course(s).
9. The student will receive an email to verify that all of the above are complete and he/she is ready to begin.
10. Following the Welcome phone call, the student will be given access to the Student Orientation Course. This will teach students how to work within the online environment.
11. Student will be able to access the course(s) registered for after: FVS has received the properly signed AUP form and contact has been with the instructor(s).
12. Any additional course materials will be mailed directly to the student.

**\*\*It is the responsibility of the student to return all course materials to The Florida Virtual School. Students with outstanding materials will not be permitted to register for additional FVS courses.**

## Registration of Home-schooled Students

The Florida Virtual School registers home-educated students regardless of the affiliation of the district in which the student resides. As a function of this agreement, the home-educated students must file intent to homeschool with the district. It is the student's responsibility to obtain a copy of their registration with the district and include it with his/her FVS registration forms.

**Appendix D**  
**FVS Drop Policy**

## **FVS Drop Policy**

In recognition of the variance in drop policies that exist either as formal policies or as standard operating procedures within districts, FVS has devised the following policy. These are the procedures to which FVS will adhere:

Only through continuous communication can students be successful in an online course. Each instructor outlines the expectations for work submission per week. Therefore, it is essential that the student and instructor maintain regular contact. To ensure that our students are aware of this commitment, the four-part process below will be followed:

- 1.If the student does not submit the expected number of assignment(s) within a period of seven (7) consecutive days, the student, parent(s) and guidance counselor will receive a letter notifying them of the student's unacceptable pace for submitting assignments.
- 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/parent(s).
- 3.If the student does not respond by submitting assignments within fourteen (14) days of the initial letter, FVS will assume the student does not intend to remain in the course and the student will be administratively dropped from the course.
- 4.FVS Staff will complete a Student Contact Record form, which will indicate that the student has been contacted for lack of participation. The parents, school, and district office will each receive a Final Grade Report notifying them that the student has been administratively dropped from the course.

During the first 28 days of being activated into an FVS course the student may drop the course without penalty. Requests to drop the course after the 28-day grace period will result in a failing grade being issued by The Florida Virtual School. 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 removal from the course and can result in a failing grade being assigned to an academic transcript. If a student drops the course after completing 50% of the class requirements and fails to take the final exam, The Florida Virtual School will issue an "F" as the final grade.

(Disclaimer: Local district/local school drop policies supersede The Florida Virtual School drop policy. It is the responsibility of the student/parents to be informed of their local school district policies.)

## **Appendix E**

### **Information for Districts**



## **Information for Districts**

### FTE Implications

The Florida Virtual School will continue to be supported through a line item allocation from the Legislature. This means that FVS will neither report nor generate FTE. Districts should take care in how students are registered for FVS classes. Depending on how this is done, the potential exists for a district to lose FTE funding. Please consider the following:

- If a district registers a student outside the 25 hour funding window, i.e., as a seventh or eighth period, while maintaining full enrollment during the school day, there will be no implications on the FTE that the district would receive;
- If the student is registered for a class during the 25 hour funding window and takes an FHS class from within the school's building (so that they can be counted in attendance) then there will be no implications on the FTE funds the district will receive;
- If the student is registered for an FVS class in such a way that the time for which the student can be reported in FTE counts drops below the 25 hours because the student is not in attendance, then the FTE that would have been generated through full attendance will be lost. This means that if you register a student for, say, three classes in school and three with FVS, and allow the student to leave campus after completing the three in-school classes, then FTE will be lost since the student is not in attendance.

\*Caution should be taken in how the student is registered in the district database, since this can affect your FTE.

### NCAA Eligibility

The NCAA has approved all core courses for use in establishing the initial -eligibility certification status of student athletes from Florida Virtual School. To ensure that NCAA eligibility for student athletes is not compromised; the school must enter credit for course completion onto the student's official transcript.

### Accreditation

The Florida Virtual School is in the process of becoming accredited. It is anticipated that accreditation will be completed during the 2001-02 school year.

## **Appendix F**

### **Technical Specifications for Participation in FVS courses**

## **Technical Specifications for Participation in FVS courses**

These are the **minimum** hardware requirements:

PC (IBM compatible):

- Pentium Processor
- Windows 95
- 64 Mb Ram
- 12x CD ROM
- 28.8 Baud Modem (33.6 recommended)
- Display setting (800x600) resolution
- Printer required
- Appropriate Web Browser as deemed by FVS
- America-On-Line is not recommended

Macintosh:

- 64 Mb Ram
- 12x CD ROM
- 28.8 Baud Modem (33.6 recommended)
- Display setting (800x600) resolution
- Printer required
- Appropriate Web Browser as deemed by FVS
- America-On-Line is not recommended

**Appendix G**  
**FVS Calendar**

## 2001-2002 FVS Calendar

2001-2002 FVS Calendar as approved by The Florida Virtual School Board of Trustees.  
This calendar applies to all FVS full-time staff members and affiliate teachers.

School Calendar to be based on a fiscal year (July 1, 2001 – June 30, 2002)

Total paid days = 245 (includes six paid holidays)

Non-paid days = 15

Six paid holidays:

Labor Day  
Thanksgiving (2)  
New Year's Day  
Martin Luther King, Jr. Day  
Presidents Day

### Breakdown of 2001-02 calendar

Paid work days:	239
Paid holidays:	6
Vacation days:	15
Weekend days:	<u>105</u>
	365

- Use of vacation days requires FVS administrative approval.
- No more than 10 days off in a given month will be approved.
- Personal Days must be cleared by FVS administration in advance with appropriate paperwork filled out.

Teachers are encouraged not to take vacation during the months of  
May and August.

**Appendix H**

**(Optional)**

**District Drop Policy for FVS Courses**

## **District Drop Policy for FVS Courses**

As of May 1, 2001, Broward County Schools does not have an official, written drop policy for any courses that students may take, including those online through the Florida Virtual School. It is recommended that the Florida Virtual School Drop Policy be adopted by The School Board of Broward County, Florida with respect to Florida Virtual School courses.