

**FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA  
SCHOOL DISTRICT**

THIS FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between

Board of Trustees of 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 3<sup>rd</sup> 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

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

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

2. SBBC hereby agrees to accept said franchise for the academic school year July 1, 2014 through June 30, 2015. 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 Appendices A, B, C, D and E.

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 and shall terminate in accordance with this article.

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 ninety (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 he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

FLORIDA VIRTUAL SCHOOL



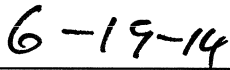
Signature

Mr. Ronald Blocker

Name

Interim President & CEO

Title



Date

**FOR SBBC**

(Corporate Seal)

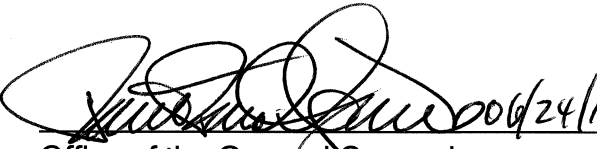
THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Patricia Good, Chair

\_\_\_\_\_  
Content: Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal

  
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, D and E, 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) 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 customer information entered into the licensed products to include but not limited to student, staff, school, and parent information.

- (i) **"Billable Enrollment"** will be any student that achieves 20% course complete or is on active status in VSA for a minimum of 30 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 software based system ("Platform") that must be utilized to access the Licensed Course Content.
  - (m) **"License"** means Customer's license to use the Licensed Materials described in Appendix A.
  - (n) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.
  - (o) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional 3<sup>rd</sup> party Components required as part of the FLVS Course Content.
  - (p) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to Customer.
  - (q) **"Platform Provider"** means learning management system provider.
- "Virtual School Administrator (VSA) License"** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

## ARTICLE 2 - LICENSE

### **2.1 LICENSED MATERIALS**

#### **2.1. - Course Content and Materials**

- (a) Subject to the provisions of this Agreement including the provisions of Article 8, FLVS hereby grants to Customer and Customer hereby accepts from FLVS the personal, non-transferable and non-exclusive Franchise License to use the Licensed Materials for Customer's internal business purposes in accordance with FLVS Licenses.
- (b) FLVS Virtual School Administrator will be used as the registration and student information management system.
- (c) Florida Virtual School courses will only be delivered on FLVS approved learning management systems.

#### **2.2. - Third Party Users**

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

## ARTICLE 3 - DELIVERY AND INSTALLATION

### **3.1 Delivery of Licensed Materials**

FLVS agrees to deliver to Customer one (1) copy of the most current release available by request of the Licensed Materials. The Documentation will be provided solely in the English Language except in cases where FLVS has specifically provided for foreign language documentation.

### **3.2 Software Security**

- (a) The customer will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use.
- (b) FLVS will ensure all reasonable measures are taken to protect the Customer Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Customer Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for any and all access to such data.

**3.3 Background Screening**

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law.

**ARTICLE 4 - PRICE AND PAYMENT TERMS**

**4.1 License Fees**

- (a) Customer shall pay to FLVS the franchise fees described in Appendix A and E (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A. Failure to pay the license fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.
- (b) All overdue (90+ days) accounts will be subjected to a 10% late fee and may be denied access to FLVS Content. The licensing agreement will be suspended until payment is received by FLVS.

**ARTICLE 5 - PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

**5.1 Title to Licensed Materials**

Customer acknowledges and agrees that FLVS, licensors of FLVS, and the Platform Provider shall retain all right, title and interest in and to the Licensed Materials and all copies thereof, including, without limitation, the Intellectual Property Rights therein, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any right with respect to the Intellectual Property Rights therein.

Nothing in this agreement shall be construed as conferring upon the licensee any right or interest in Florida Virtual School's or the Platform Provider's intellectual property or in their registration or in any designs, copyrights, patents, trade names, signs, emblems, insignia, symbols and slogans or other marks used in connection with the software other than as provided in this agreement.

**5.2 Confidential Information**

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party.

**5.3 Protection and Proprietary Rights**

- (a) Customer shall not remove any proprietary copyright, patent, trademark; design right, trade secret, or any other proprietary rights legends from the Licensed Materials.



- (b) Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Licensed Materials in accordance with the law. Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.
- (c) The Customer hereby agrees that FLVS is the owner of any and all rights intellectual and otherwise for the course content and Virtual School Administrator product that will be provided and has the legal right to franchise and charge a fee for the use of that material and the legal right for an injunction. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer.

#### **5.4 Audit Rights**

FLVS may audit the use of their proprietary products and enrollments at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the customer and the Florida Department of Education.

#### **5.5 Email Access**

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

#### **5.6 Florida Public Records Act/Chapter 119 Requirements**

Customer/FLVS agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this engagement is one for which services are provided on behalf of Florida Virtual School by doing the following:

1. Customer/FLVS shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service
2. Customer/FLVS shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at the cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Customer/FLVS shall ensure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Customer/FLVS shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contract or upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Florida Virtual School.

The parties agree that if the contractor fails to comply with a public records request, then Florida Virtual School must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes

## 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 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 foregoing, FLVS shall have no liability for any claim that is based on (i) the use of 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 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 party ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days written notice by FLVS or Customer to the other party of its termination of the agreement.

### **7.3 Services not Included**

- (a) Renewal and Warranty Support does not include or apply to any of the following: (i) making modifications to the Licensed Materials for Customer, (ii) user training (may include teacher/instructor training), (iii) consultation for new programs or equipment, (iv) hardware problems including any malfunction of hardware, or to any external causes affecting the Licensed Materials including the media upon which the Licensed Materials are provided such as accident disaster, electrostatic discharge, fire, flood, lighting, water or wind, or (v) corrections of errors attributable to software other than the Licensed Software. FLVS may charge Customer at its then applicable list price for providing such services. FLVS may also charge Customer at its then list price for analysis or removal of errors which are caused by improper operation or handling of the Licensed Materials or caused by circumstances unrelated to FLVS. Payment for these services shall be made by Customer within 30 days of invoicing by FLVS.
- (b) The obligation to provide Renewal Services is subject to the following: (i) Renewal Services are only provided for the Licensed Course Content provided under this Agreement, (ii) if Customer ceases to pay for and receive Renewal Services and later requests Renewal Services, Customer will be required to pay to FLVS the Renewal Fees not paid during the period in which the service was discontinued, and (iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder, and (iv) FLVS has no obligation to provide renewal services if customer is unable to follow FLVS franchise policies and procedures as documented through an annual audit.

## **ARTICLE 8 - GENERAL**

### **8.1 Force Majeure**

If the performance of this Agreement, or any obligation thereunder except the making of payments hereunder is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected party. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

If the performance of this Agreement, or any obligation thereunder except the making of payments hereunder is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected party; the party so affected, upon giving prompt notice to the other

party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

## **8.2 Non-Solicitation Agreement**

FLVS and the Customer agree that during the term of this agreement, except as provided elsewhere in this agreement or through mutual consent of both organizations - they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

## **8.3 NCAA**

NCAA continues to evolve its policy regarding evaluation of virtual school course work for student athletes. FLVS enjoys a strong working relationship with NCAA, and, as our franchise partner, the Customer will join FLVS's umbrella by signing this agreement and agreeing to abide by all FLVS policies regarding course delivery, instructional practices, and student management found in Appendices B and C. As part of the agreement, the Customer will undergo intermittent quality assurance audits performed by FLVS personnel. The Customer will have access to all audit reports. FLVS reserves the right to report audit results to NCAA. Customer understands that non-FLVS courses offered by the district are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.

## **8.4 Background Screening**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to Customer's school grounds when students are present, (2) will have direct contact with Customer's students, or (3) have access or control of Customer's funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Customer in advance of FLVS or its personnel providing any services under the conditions described in the previous sentence. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage

resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by Customer or FLVS of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**8.5 No Waiver of Sovereign Immunity**

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

**8.6 Non-Discrimination**

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

**8.7 Records**

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

**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: Mr. Ronald Blocker, President & CEO  
2145 Metrocenter Blvd.  
Orlando, Florida 32835

To Customer: Superintendent of Schools  
600 S.E. 3<sup>rd</sup> Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Principal, Broward Virtual School  
1400 NW 44 Ave  
Coconut Creek, Florida 33066

**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, 3<sup>rd</sup> party components, FLVS Virtual School Administrator Registration, Student Information System, and the Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

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, 2014 and January 1, 2015.

### 1. Fees

- This list may be altered based on additional course releases during the year.
- The Course Catalog may be found here: <http://flvs.net/Students/Pages/find-course.aspx#highschool>

FLVS Course Offerings	
Course Name	Price
<b>SOCIAL STUDIES</b>	
AP United States Government and Politics	75.00
AP Human Geography	50.00
AP Macroeconomics	50.00
AP Microeconomics	55.00
AP Psychology	80.00
Economics with Financial Literacy	50.00
Law Studies	90.00
M/J Civics	50.00
MJ United States History	50.00
MJ World History	50.00
Psychology	55.00
United States Government (Name Change)	50.00
United States History (Name Change)	50.00
World History	50.00
<b>LANGUAGE ARTS</b>	
AP Art History	50.00
AP Language	50.00
AP Literature	85.00
English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00



MJ Language Arts 1	50.00
MJ Language Arts 2	50.00
MJ Language Arts 3	50.00
MJ Reading	50.00
Reading for College Success	50.00
Journalism I	50.00
English 4: Florida College Prep	50.00
Social Media	50.00
<b>WORLD LANGUAGES</b>	
Chinese 1	50.00
Chinese 2	50.00
Chinese 3	50.00
French I	50.00
French II	50.00
Latin 1	50.00
Latin 2	50.00
Latin 3	50.00
MJ Spanish Beginning	50.00
MJ Spanish Intermediate	50.00
Spanish 1	50.00
Spanish 2	50.00
Spanish for Spanish Speakers	50.00
<b>MATHEMATICS</b>	
Advanced Algebra with Financial Applications	50.00
Algebra 1	50.00
Algebra 2	50.00
AP Calculus AB	75.00
AP Calculus BC	75.00
AP Statistics	50.00
Calculus	75.00
Geometry	50.00
Math for College Readiness	65.00
MJ Math 1	50.00
MJ Math 2	50.00
MJ Pre-Algebra	50.00
Precalculus Honors	80.00
<b>SCIENCE</b>	
Anatomy & Physiology	55.00
AP Biology	90.00
AP Environmental Science	50.00
Biology	80.00
Chemistry	50.00
Earth Space Science	50.00
Forensic Science	90.00

Marine Science	50.00
MJ Science 1	50.00
MJ Science 2	50.00
MJ Science 3	55.00
Physical Science	50.00
Physics	55.00
<b>CAREERS AND LIFE SKILLS</b>	
AP Computer Science	70.00
Art History and Criticism 1 Honors	50.00
Creative Photography	90.00
Drivers Education	100.00
Fitness Lifestyle Design	50.00
Guitar 1	90.00
HOPE	50.00
Leadership Skills Development	90.00
Life Management Skills	50.00
MJ Creative Photography	90.00
MJ Critical Thinking, Problem Solving and Learning Strategies	50.00
MJ Fitness	50.00
MJ Guitar I	90.00
MJ Physical Education 6	50.00
MJ Physical Education 7	50.00
Music of the World	90.00
Outdoor Education	115.00
Peer Counseling 1	90.00
Personal Fitness	50.00
Theater, Cinema & Film Production	100.00
MJ Careers in Fashion & Interior Design	90.00
Criminal Justice Operations	90.00
<b>CAREERS AND TECHNICAL EDUCATION</b>	
Computing for College & Careers	65.00
Foundations of Web Design (replaces Web Design 1)	70.00
Introduction to Information Technology	95.00
M/J Business Keyboarding	65.00
MJ Career Research and Decision Making	50.00
Parenting Skills	90.00
Personal and Family Finance	90.00
User Interface Design (replaces Web Design 2)	70.00

**FLVS Payment Schedule for billable enrollments served:**

October 1, 2014

February 1, 2015

June 1, 2015

**Coursediscontinuation**

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.

**Elementary Course Fees**

See Appendix C for elementary course offerings.

**APPENDIX B**

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

**Florida Virtual School Responsibilities:**

1. Provide a Franchise Operations Manager assigned to support the customer's district.
2. Provide access to LMS platform.
3. Provide contact information for platform provider.
4. Provide systems training during the 2014-2015 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 and as outlined in Appendix E for elementary.
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: November, February, April.
10. Provide bi-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 -year-end evaluation of the program.
14. Provide Franchise Instructional Leadership Training.
15. Provide syllabus documents for AP courses for use in AP audit process. Provide co-branded digital flyer—designed and sent to your franchise for distribution 3 times a year (August, January, May)\*.
16. Provide co-branded digital poster—designed and sent to your franchise for distribution once per year\*.
17. Provide access to FLVS video course tours.

\*All messaging will be pre-determined and at the discretion of FLVS based on time of year.

**The Customer is Responsible for the Following Items:**

1. Schedule a meeting with representatives of FLVS and the Superintendent or his/her designee in March, April, May, or June prior to the implementation of this Agreement. Said meeting is for the purpose of ensuring a correct and quality implementation of the franchise program and must occur before the franchise contract will be renewed for the following school year.

2. Provide FLVS seven (7) days written notice of any meeting of customers' school board to discuss and/or consider action regarding FLVS, this agreement, or the terms thereof.
3. Return the signed contract by the 30<sup>th</sup> of July 2014.
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. Report only Florida Virtual School courses within the franchise.
10. All student transfers must be approved and processed by Florida Virtual School.
11. Abide by the academic integrity policies established by FLVS.
12. Provide a list of teachers, contact information and subjects they teach. Keep FLVS updated w/ new hires and departures.
13. Require that all teachers have completed new teacher training before being placed with students.
14. Require all teachers of new courses to have completed training on the new course.
15. Require that no student shall be completed in a course without having successfully passed the final segment exams.
16. Require that all teacher and student email communication be maintained within the LMS.
17. Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility. Provide certification number in VSA account.
18. 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.
19. Participate in end-of-year Franchise evaluations.
20. Participate in the Franchise Instructional Leadership Training.
21. Employ a franchise leader whose primary duty is to supervise, monitor, and evaluate the franchise teachers and its program.
22. Require at least one franchise administrator or designee to attend the 2014 Momentum: World Symposium.
23. Provide FLVS with End of Course (EOC), AP and FCAT summary data for FLVS courses upon request.
24. Implement teacher Memorandum of Agreement provided by FLVS as Appendix C and submit signature page to FLVS by October 1, 2014 or within 30 days of employment.
25. Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
26. All public records requests received regarding this franchise agreement or any services provided thereunder must be provided to Florida Virtual School within 24 hours of the receipt by the customer.

27. 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.
28. Will provide high-resolution vector logo delivered to FLVS by July 30<sup>th</sup>, 2014.
29. Will use tagline 'powered by Florida Virtual School'.

## APPENDIX C

This appendix sets out the terms and conditions pursuant to which the customer may obtain and utilize K-5 elementary courses.

**1. FLVS Responsibilities.** FLVS agrees to provide the following to School District:

- a. Access to Courses. A license for Authorized Users to access the Courses, which are hosted by Connections on Connexus® or any education management system (“EMS”) maintained by Connections. Courses may be added or deleted from the Course List upon the mutual agreement of the Parties. In addition, Connections may determine, in its sole discretion, not to continue to offer a Course, and in such event, Connections shall notify FLVS promptly upon making such determination, but in no event later than the end of an Academic Year with regard to future Academic Years.
- b. Access to Materials. A license to use all required materials in either electronic or print format, as the case may be, including textbooks, curricular materials, ancillary materials such as workbooks, texts and other materials (“Materials”). Materials available electronically and in print format will be provided in electronic format. The use of the Materials shall be made expressly subject to Connections’ Educational Materials and Hardware Policy, located at: <http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx>. Connections shall be responsible for shipping all required Materials and for soliciting the return of all re-usable Materials from Authorized Users. Any re-usable Materials provided by Connections will be the exclusive property of Connections or its contractors and Connections shall have the right to recover any reusable Materials from Authorized Users at the conclusion of each Academic Year or when the Student is no longer enrolled, whichever is sooner. Connections may invoice Students for any Materials that are not returned, unless prohibited by applicable law.
- c. Access to EMS:
  - i. A limited, royalty free, non-transferable, non-exclusive license for the duration of each Course to access and use the EMS, including providing web-based access to the Courses by Authorized Users. The use of the EMS shall be made expressly subject to the Terms of Use specified at: <https://www.connexus.com/public/termsOfUse.html>.
  - ii. Access to the following EMS modules:
    - A. Gradebook
    - B. Attendance
    - C. Message boards
    - D. Webmail
    - E. Standard Reporting
    - F. Course delivery
  - iii. Access to information about Student progress, attendance, performance, participation and other metrics through the EMS.
  - iv. Access to basic Student information stored on the EMS.

- v. Access to standard data fields/elements for the Schools to upload additional enrollment documents into the EMS.
  - vi. 24/7 technical support through online help (in the EMS) and live phone support via Connections Support Services to Authorized Users Monday-Friday 9:00 a.m. - 9:00 p.m. (ET) and on-call support all other times.
- d. Professional and Technical Support Services:
- i. Access to monthly enrollment reports.
  - ii. Import of enrollment data provided by Reseller or the School into the EMS.
  - iii. Tracking of Course materials.
  - iv. Initial set-up for Students.
  - v. The following support to Reseller:
    - A. 8 contiguous hours of face to face training at a single location.
    - B. Online training throughout the Academic Year available on an as needed basis.
    - C. One-on-one support from the Connections Program Manager.
  - vi. The following support to Schools:
    - A. Access to online training series for Teachers and other School Administrative Staff.
    - B. On-line orientation of Teachers and other School Administrative Staff.
    - C. Provide an orientation to Students.
    - D. Just In Time Help which provides access to live teaching staff support through the Connections School Support Help Desk (hours of operation are Monday-Friday from 8:30 a.m. to 6:00 p.m. (ET) and 24 hour access to a library of online training and professional development resources.

## 2. District Responsibilities.

- a. In order for to access and utilize the Courses, School District shall:
  - i. Provide Teachers for all Courses.
  - ii. Abide by the Terms and Conditions.
  - iii. Transmit all necessary enrollment data to FLVS, including contact and address information, grade and Course selections for each Student, as specified in the enrollment template. The School shall be responsible for the accuracy and appropriateness of all enrollment data and information.
  - iv. Ensure Student access to the Internet and a computer meeting the specifications at: <http://www.connectionsacademy.com/school-experience/hardware/system-requirements.aspx>. Internet access must provide sufficient bandwidth to effectively access and use the Courses and other features of Connexus®.



- v. Grant Connections permission to contact Authorized Users to recover Materials.
- vi. Pursuant to a signed, written agreement comply and assure compliance by the Authorized Users with the Terms of Use specified at: <https://www.connexus.com/public/termsOfUse.html> and the Connections' Educational Materials and Hardware Policy, located at: <http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx>.
- vii. Make Teachers and Administrative Staff available for all necessary training.

### 3. Fees

- a. School District agrees to pay FLVS for licenses to Course Enrollments (as defined herein) based on the following:
  - i. For each core course grouping (i.e., includes both A & B semester Courses for a total of 1 credit) identified as such on Exhibit A ("Core Course") licensed School District pay FLVS \$350.
  - ii. For each elective course identified as such on Exhibit A ("Elective Course") licensed School District shall pay FLVS \$150.
  - iii. For each premium elective course identified as such on Exhibit A ("Premium Elective Course") licensed School District shall pay FLVS \$175.
- b. "Course Enrollment" shall be defined as a single Student taking a single Course or a course grouping, as defined above, during a specified period.
- c. "Student Enrollment" shall be defined as a single full-time Student taking up to 14.5 semester Courses during an Academic Year.
- d. If a Student withdraws from a Course Enrollment and such withdrawal occurs during the first thirty (30) days of the effective date of the license, School District shall pay FLVS (i) \$50 for each Core Course (other than Kindergarten Language Arts for which the full price will be payable due to the cost to Connections of such Course), and (ii) \$25 for each Elective Course and for each Premium Elective Course. If a Student withdraws from a Student Enrollment and such withdrawal occurs during the first thirty (30) days of the effective date of the license, School District shall pay FLVS \$100 for each such Student Enrollment. Any amounts previously paid to FLVS in excess of the amount specified to be paid upon such withdrawal, if any, shall be refunded to School District within thirty (30) days of FLVS being notified of the withdrawal by a Student.
- e. Required face-to face training provided by FLVS shall be at the following rates: \$4500 for a multi-Teacher training session for up to 8 Teachers and \$1500 for each additional Teacher, or if there are less than 3 Teachers, than a per Teacher fee of \$1500. Training fees include all FLVS travel expenses. Training fees will be invoiced monthly beginning on July 1<sup>st</sup> for any new Teacher on boarded since the preceding invoice and payment is to be made within thirty (30) days of the date of the invoice.

COURSE	GRADE LEVEL	Pricing Tiers	Price
Language Arts (1) A & B	1	A	\$ 350.00
Language Arts (2) A & B	2	A	\$ 350.00
Language Arts (3) A & B	3	A	\$ 350.00
Language Arts (4) A & B	4	A	\$ 350.00
Language Arts (5) A & B	5	A	\$ 350.00
Language Arts (K) A & B*	K	A	\$ 350.00
Math (1) A & B	1	A	\$ 350.00
Math (2) A & B	2	A	\$ 350.00
Math (3) A & B	3	A	\$ 350.00
Math (4) A & B	4	A	\$ 350.00
Math (5) A & B	5	A	\$ 350.00
Math (K) A & B	K	A	\$ 350.00
Science (1) A & B	1	A	\$ 350.00
Science (2) A & B	2	A	\$ 350.00
Science (3) A & B	3	A	\$ 350.00
Science (4) A & B	4	A	\$ 350.00
Science (5) A & B	5	A	\$ 350.00
Science (K) A & B	K	A	\$ 350.00
Social Studies (1) A & B	1	A	\$ 350.00
Social Studies (2) A & B	2	A	\$ 350.00
Social Studies (3) A & B	3	A	\$ 350.00
Social Studies (4) A & B	4	A	\$ 350.00
Social Studies (5) A & B	5	A	\$ 350.00
Social Studies (K) A & B	K	A	\$ 350.00
Art (K)	K	B	\$ 150.00
Art 1	1	B	\$ 150.00
Art 2	2	B	\$ 150.00
Art 3	3	B	\$ 150.00
Art 4	4	B	\$ 150.00
Art 5	5	B	\$ 150.00
Educational Technology and Online Learning 1	1	B	\$ 150.00
Educational Technology and Online Learning 2	2	B	\$ 150.00
Educational Technology and Online Learning 3	3	B	\$ 150.00
Educational Technology and Online Learning 4	4	B	\$ 150.00
Educational Technology and Online Learning 5	5	B	\$ 150.00
Educational Technology and Online Learning K	K	B	\$ 150.00
Exploratory Spanish	K	B	\$ 150.00

Physical Education 1	1	B	\$ 150.00
Physical Education 2	2	B	\$ 150.00
Physical Education 3	3	B	\$ 150.00
Physical Education 4	4	B	\$ 150.00
Physical Education 5	5	B	\$ 150.00
Sign Language K-5 (Childrens)	K-5	B	\$ 150.00
Discovering Music I	3-5	C	\$ 175.00
Discovering Music II	3-5	C	\$ 175.00
Elementary Chinese I	3-5	C	\$ 175.00
Elementary Chinese II	3-5	C	\$ 175.00
Elementary Spanish I	1-5	C	\$ 175.00
Elementary Spanish II	1-5	C	\$ 175.00
Experiencing Music I	K	C	\$ 175.00
Experiencing Music II	K	C	\$ 175.00

\*There is an additional restocking fee of \$300.00.

## APPENDIX D

### FLVS Mission:

To deliver a high quality, technology-based education that provides the skills and knowledge students need for success.

### FLVS Vision:

To transform education world-wide, one student at a time.

### FLVS Values:

- Student Focus
- Innovation
- Integrity
- Passion
- Communication

### FLVS Commitment:

The student is the center of every decision we make.

### FLVS Franchise Policy Guide

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

### Academic Integrity

Academic Integrity, along with hiring the best and the brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens.

- All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found:  
<http://www.flvs.net/areas/flvscourses/Documents/AcademicIntegrity.pdf>

### Welcome Phone Call

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

### Grading Student Work

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

Per Florida statute: 232.2463 High School Grading System:

Grade A equals 90% through 100%....

Grade B equals 80% through 89%....

Grade C equals 70% through 79%...

Grade D equals 60% through 69%...

Grade F equals zero through 59%...

W - Student withdrawn during the grace period- no credit awarded

WF - Student withdraws past the grace period with a failing grade at the time of withdrawal, no credit awarded

WP- Student withdraws past the grace period with a passing grade at the time of withdrawal, no credit awarded

P - Indicates that credit was awarded based on the student passing a state-administered (EOC) End of Course assessment instead of completing 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted End of Course exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

Each Florida school district reserves the right to input FLVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.

### **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.

## APPENIDIX E

### 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 seven business days.
- If deficiency is not corrected within seven business days 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 two: **Franchise Probation**

- Should the discrepancies continue FLVS will place the Franchise on probation for no longer than one year.