

Florida Virtual School
Franchise Agreement

FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT

THIS FLORIDA VIRTUALSCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this 1st day of July, 2020, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metrocenter Boulevard, Orlando, Florida, 32835 and Suwannee County School Board, (hereinafter referred to as "Customer"), having its principal place of business at 1740 Ohio Ave. S., Live Oak, FL 32064, provides as follows:

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

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

WHEREAS, Florida Statute 1002.37(2)(i) authorizes FLVS to enter into franchise agreements with Florida school districts;

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

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained in the FLVS Franchise Agreement TERMS AND CONDITIONS, which is attached hereto and incorporated herein. This Franchise Agreement shall include the following documents which are attached hereto and incorporated herein by reference: 1) FLVS Franchise Agreement Terms and Conditions; 2) Appendix A Components; 3) Appendix B Licensed Materials Terms and Conditions; 4) Appendix C Teacher Guidelines; 5) Appendix D Steps for Enforcement; 6) Appendix E Florida Virtual School Franchise Branding and Media Policy; and 7) Appendix F Florida Services Additional Terms.

2. Customer hereby agrees to accept said Franchise Agreement for:

a) __X___ three (3) academic school year terms, July 1, 2020 through June 30, 2023

b) _____ one (1) academic school year term, July 1, 2020 through June 30, 2021

In accepting the franchise agreement Customer does hereby agree to be bound by and comply

with all terms and conditions contained herein.

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, pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a Purchase Order to FLVS. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.
All overdue (90-plus days) accounts are subject to the late fees set forth in the Local Government Prompt Payment Act, ss. 218.70-218.80, Florida Statutes, and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

4. The term shall be effective on the effective date for a period of three (3) years or one (1) year; whichever option is chosen and shall terminate in accordance with this article. Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

5. 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.

6. There is no third-party beneficiaries created or entitled by this agreement and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision hereof.

7. This agreement and the FLVS Franchise Agreement TERMS AND CONDITIONS represent the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

flvs

Florida Virtual School
Franchise Agreement

FLORIDA VIRTUAL SCHOOL

Signature

Louis J. Algaze, Ph. D
Name:

Executive Director & CEO
Title

7/16/2020
Date

CUSTOMER

Signature

Ted L. Roush
Name

Superintendent of Schools
Title

JUL 28 2020
Date

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
By_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"



Florida Virtual School
Franchise Agreement

FLVS Franchise Agreement
TERMS AND CONDITIONS

ARTICLE 1 – INTERPRETATION

1.1 DEFINITIONS

In this Agreement and in Appendix A, B, C, D, E and F, 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 interest 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 AM – 8:00 PM Eastern Time on Business Days.

d) **"Components"** means 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 for 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 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 completion 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 source 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 Systems 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 third-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.

r) **"Virtual School Administrator (VSA) License"** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

s) **"Customer"** means the state of Florida School District, FLVS is contracting with.

ARTICLE 2 – LICENSE

2.1 LICENSED MATERIALS

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-transferrable 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 the 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 all access to such data. The provider warrants that, within seven business day of a written request by the Customer, for Customer data related to the program, FLVS shall provide such data to the Customer.

3.3 Background Screening

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida Law, specifically, but not limited to the requirements of Jessica Lunsford Act, 1012.465 F.S.

ARTICLE 4 – PRICE AND PAYMENT TERMS

4.1 License Fees

a) Customer shall pay to FLVS the Franchise fees described in Appendix A (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the Customer to pay a correct and undisputed invoice within 45 days of the Customer's Accounts Payable Department's receipt of said invoice. The Customer shall incur no obligation for payment until issuance of a purchase order to FLVS. 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) The payment of all amounts as well as the accrual of interest for any amounts not paid shall be accordance with the Local Government Prompt Payment Act, Section 218.70, et seq. All overdue (90+ days) 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. FLVS has the right to license Materials to the Customer. 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.

To the extent permitted by law, FLVS shall defend, indemnify and hold the Customer, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i)

infringement by FLVS of any third-party patent, copyright or trademark or (ii) misappropriation by FLVS of any third-party trade secret in connection with the foregoing. FLVS will indemnify and hold harmless the Customer, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the Customer, its officers, agents, employees, successors and assigns. If FLVS uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The parties shall also be bound by any applicable federal law as it relates to the use of any federal monies for the license under this Agreement. If FLVS's software becomes or is likely to become the subject of an infringement claim, FLVS may at its option and expense, either: (a) procure for the School Board the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected software, allow the School Board to return other software intended to operate with the affected software, and refund to the School Board the portion of the license agreement price attributable to the returned product, prorated in accordance with the unused portion of the term.

5.2 Confidential Information

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. Each party shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall remain fully binding upon both parties.

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 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 enrollment 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 relevant to this Agreement.

5.6 Public Records

Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL

CustodianofRecords@flvs.net , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

5.7 Confidential Student Information

For the limited purposes of auditing the implementation of the Agreement and accessing student emails, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the Customer with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes listed above and for no other purpose. Upon the termination or expiration of the agreement, FLVS shall return to Customer all original and any copies of the confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by Law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

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 the 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 installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by 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 such damage), unless required by law.

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) Notwithstanding the forgoing, FLVS shall have no liability for any claim that is based on (i) the use if other than the latest release and version of the Licensed Materials if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to Customer for use, (ii) the unauthorized combination of the Licensed Materials with the software, hardware or any other product not specifically provided by FLVS, or (iii) any unauthorized modification to the Licensed Materials or unauthorized use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.

ARTICLE 7 – TERM AND TERMINATION

7.1 Term

This Agreement shall be effective on the Effective Date for a period of three (3) years or one (1) year; whichever term option was chosen on page 1, section 2 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 the 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) without cause 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) consultation for new programs or equipment; (iii) 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, lightning, water, or wind; or (iv) 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 is 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 forty-five (45) days of invoicing by FLVS in accordance with the Florida Local Government Prompt Payment Act.

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 received 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. Customer has no obligation to renew this Agreement.

ARTICLE 8 – GENERAL

8.1 Force Majeure

If the performance of this Agreement, or any obligation thereunder is prevented, restricted, or interfered with by any 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 government 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. 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 Customer 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 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, political or religious beliefs, color, gender, gender identity or expression, 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. Each party shall be responsible for compliance with Sections 1002.22 and 1002.221, Florida Statutes, FERPA, 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), and any

other applicable state or federal laws or regulations concerning the protection, use and disclosure of confidential student educational records.

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 or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed by both parties. At the end of each academic year, FLVS may review and adjust course fees and Terms and Conditions contained herein via an Amendment signed by both parties.

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 any 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, 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. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

8.13 Authority to Piggyback

If mutually agreed between FLVS and the Customer, agreement to these Terms and Conditions constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this contract, to any other governmental entities.

8.14 Notice

When any of the parties' desires to give notice to each 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 changes 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 - Procurement 2145 Metrocenter Blvd. Suite 100 Orlando, FL 32835
With a Copy to:	President and CEO of FLVS 2145 Metrocenter Blvd. Suite 100 Orlando, FL 32835
To Customer:	Superintendent of Schools

8.15 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 part with respect to all provisions contained in this Agreement.

8.16 No Third-Party Beneficiaries

There are no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.

8.17 **No Partnership or Joint Venture**

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Customer and Contractor or any other party or cause either party to be responsible in any way for the debts and obligations of the other party.

8.18 Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, FLVS shall notify the School Board immediately, but no later than thirty (30) calendar days following a determination of a breach of data security involving School Board's data. Additionally, FLVS shall fully cooperate with the School Board regarding the School Board's statutory notification requirements.



Florida Virtual School
Franchise Agreement

APPENDIX A

The Components, which are the subject of the FLVS Franchise Agreement, including FLVS Course Content, Third 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, except for those still in a pilot or BETA phase of development.

1. **Fees**
This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at:
http://www.flvs.net/Students/Pages/find-course.aspx#highschool.

FLVS Course Offerings	
Course Name	**Price**
SOCIAL STUDIES	
AP United States Government and Politics	63.00
AP Human Geography	43.00
AP Macroeconomics	43.00
AP Microeconomics	46.00
AP Psychology	68.00
AP US History	76.00
Economics with Financial Literacy	43.00
Law Studies	76.00
M/J Civics	43.00
MJ United States History	43.00
MJ World History	43.00
Psychology 1	46.00
United States Government	43.00
United States History	43.00
World History	43.00
LANGUAGE ARTS	
AP Art History	43.00
AP English Language and Composition	43.00
AP English Literature and Composition	72.00
English 1	43.00
English 2	43.00
English 3	43.00
English 4	43.00
Intensive Reading	43.00

MJ Language Arts 1	43.00
MJ Language Arts 2	43.00
MJ Language Arts 3	43.00
Reading for College Success	43.00
Journalism I	43.00
English 4: Florida College Prep	43.00
Social Media	43.00
WORLD LANGUAGES	
American Sign Language 1	43.00
Chinese 1	43.00
Chinese 2	43.00
Chinese 3 honors	43.00
French 1	43.00
French 2	43.00
Latin 1	43.00
Latin 2	43.00
Latin 3	43.00
MJ Spanish Beginning	43.00
MJ Spanish Intermediate	43.00
Spanish 1	43.00
Spanish 2	43.00
Spanish 3 Honors	43.00
Spanish 4 Honors	43.00
Spanish for Spanish Speakers	43.00
MATHEMATICS	
Algebra 1	43.00
Algebra 2	43.00
AP Calculus AB	63.00
AP Calculus BC	63.00
AP Statistics	43.00
Calculus	63.00
Calculus Honors	63.00
Geometry	43.00
Liberal Arts Math 1	51.00
Liberal Arts Math 2	51.00
Math for College Readiness	55.00
MJ Math 1	43.00
MJ Math 2	43.00
MJ Pre-Algebra	43.00
Precalculus Honors	68.00
SCIENCE	
Anatomy & Physiology	43.00

AP Biology	76.00
AP Environmental Science	43.00
Biology	68.00
Chemistry	43.00
Earth Space Science	43.00
Forensic Science	76.00
Marine Science	43.00
MJ Science 1	43.00
MJ Science 2	43.00
MJ Science 3	47.00
Physical Science	43.00
Physics	43.00
CAREERS AND LIFE SKILLS	
AP Computer Science	59.00
Art History and Criticism 1 Honors	43.00
Career Research and Decision Making	65.00
Creative Photography	76.00
Critical Thinking and Study Skills	65.00
Drivers Education	69.00
Fitness Lifestyle Design	43.00
Guitar 1	76.00
HOPE	43.00
Leadership Skills Development	65.00
Life Management Skills	43.00
MJ Creative Photography	76.00
MJ Critical Thinking, Problem Solving and Learning Strategies	43.00
MJ Fitness	43.00
MJ Guitar I	76.00
MJ Physical Education 6	43.00
MJ Physical Education 7	43.00
Music of the World	76.00
Outdoor Education	97.00
Peer Counseling 1	65.00
Peer Counseling 2	65.00
Personal Fitness	43.00
Theater, Cinema & Film Production	85.00
Criminal Justice Operations	76.00
CAREERS AND TECHNICAL EDUCATION	
Agriscience Foundations I	76.00
Biotechnology I	77.00
Culinary Arts I	76.00
Dave Ramsey's Foundations in Personal Finance	76.00

Digital Information Technology	63.00
Forestry and Natural Resources 2	76.00
Foundations of Programming	59.00
Health Science Foundation	77.00
Introduction to Alternative Energy	77.00
Introduction to Horticulture	76.00
M/J Business Keyboarding	55.00
MJ Career Research and Decision Making	43.00
M/J Orientation to Career	77.00
Nutrition and Wellness	76.00
Parenting Skills	76.00
Personal and Family Finance	77.00
Personal and Family Finance – Dave Ramsey	77.00
Principles of Public Service	77.00
Procedural Programming	43.00
CREDIT RECOVERY	
Algebra 1	43.00
Algebra 2	43.00
Biology I	43.00
Chemistry I	43.00
Economics with Financial Literacy	43.00
English 1	43.00
English 2	43.00
English 3	43.00
English 4	43.00
Geometry	43.00
US Government	43.00
US History	43.00
World History	43.00
OTHER ELECTIVES	
Anthropology	76.00
Art in World Cultures	76.00
Astronomy Solar/Galactic	76.00
Early Childhood Education	76.00
Health Science I	76.00
Holocaust	76.00
Philosophy	76.00
Psychology 2	77.00
Sociology	76.00
Speech I	76.00
Sports, Recreation and Entertainment Marketing Management	76.00
World Religions	71.00

ELEMENTARY COURSES	
Language Arts - Kindergarten	43.00
Language Arts - Grade One	43.00
Language Arts - Grade Two	43.00
Language Arts - Grade Three	43.00
Language Arts - Grade Four	43.00
Language Arts - Grade Five	43.00
Mathematics - Kindergarten	43.00
Mathematics – Grade One	43.00
Mathematics - Grade Two	43.00
Mathematics - Grade Three	43.00
Mathematics - Grade Four	43.00
Mathematics - Grade Five	43.00
Science - Kindergarten	43.00
Science – Grade One	43.00
Science – Grade Two	43.00
Science – Grade Three	43.00
Science – Grade Four	43.00
Science – Grade Five	43.00
Social Studies - Kindergarten	43.00
Social Studies – Grade One	43.00
Social Studies – Grade Two	43.00
Social Studies - Grade Three	43.00
Social Studies – Grade Four	43.00
Social Studies – Grade Five	43.00
Elementary Technology K	43.00
Elementary Technology 1	43.00
Elementary Technology 2	43.00
Elementary Technology 3	43.00
Elementary Technology 4	43.00
Elementary Technology 5	43.00
Elementary Spanish Introductory Level	43.00
Elementary Spanish 1	43.00
Elementary Spanish 2	43.00
Elementary Spanish 3	43.00
Elementary Spanish 4	43.00
Elementary Spanish 5	43.00
Elementary Physical Education K	43.00
Elementary Physical Education 1	43.00
Elementary Physical Education 2	43.00
Elementary Physical Education 3	43.00
Elementary Physical Education 4	43.00

Elementary Physical Education 5	43.00
Elementary Art K	43.00
Elementary Art 1	43.00
Elementary Art 2	43.00
Elementary Art 3	43.00
Elementary Art 4	43.00
Elementary Art 5	43.00

FLVS Invoicing Schedule for Billable Enrollments Served:

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July - Oct	Mid-November
Cycle 2	Nov - Feb	Mid-March
Cycle 3	Mar - Jun	End of June
Cycle 4	True-up / Enrollments not captured in previous cycles	Mid-July

Course Discontinuation

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

Billing Contact Personnel:

School or District	Florida Virtual School
Name: Jillian Herron	**Name:** Carmen Brehoi
Address of School/District: 1740 Ohio Avenue, South Live Oak, FL 32064	**Address**: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: jillian.herron@suwannee.k12.fl.us	**Email:** cbrehoi@flvs.net
Telephone No.: 386-647-4615	**Telephone No.:** 407-513-3615



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 outline 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 academic year terms for Franchises, inclusive of VSA, LMS, Web Collaboration Tool, 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 for Elementary.
7) Provide course updates.
8) Provide Student Information Management System (VSA).
9) Provide Quality Assurance Services inclusive of one Classroom Audit and one Completion Audit per instructor, Educator footprints reports upon request, and QA training.
10) Provide Academic Integrity Services inclusive of investigation and documentation.
11) Provide monthly parent/student survey results.
12) Provide Annual Customer Satisfaction Report.
13) Provide Instructor Training for all new course releases.
14) Provide new Instructor Training.
15) Provide a year-end evaluation of the program.
16) Provide Franchise Management Training.
17) Provide syllabus documents for AP courses for use in AP audit process.
18) Provide co-branded digital flyer, which is designed and set to your Franchise by request three (3) times a year (August, January, and May) *.
19) Provide access to FLVS video course tours.
20) Provide the Salesforce platform to access QA documents and submit concern resolutions.

**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) Provide FLVS seven (7) days written notice of any meeting of Customer's school board to discuss and/or consider action regarding FLVS, this Agreement, or the terms thereof.
2) Return this signed contract by July 30.
3) Provide payment as specified in contract.
4) Provide a point of contact for FLVS at the customer level and at the Franchise leadership level.
5) Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy in **Appendix E**.
6) Use the FLVS Learning Management System and Student Information System.
7) Complete course list three (3) weeks prior to delivery date.
8) Report only Florida Virtual School courses within the Franchise.
9) All student transfers must be approved and processed by Florida Virtual School.
10) Abide by the Academic Integrity policies established by FLVS.
11) Customer will provide accurate rosters of teachers, including contact information and subjects they teach, at the following intervals: July 1st and December 1st. Keep FLVS updated with new hires and departures.
12) Require that all teachers have completed new teacher training before being placed with students.
13) Require all teachers of new or reversion courses complete training on the new course within two (2) weeks of training being made available.
14) Require that no student shall be completed in a course without having taken the final segment exams or without documented adherence to local customer policy.
15) Require that all teacher and student email communications be maintained within the LMS.
16) Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility. Provide certification number in VSA account.
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 end-of-year Franchise evaluations.
19) Participate in Annual Franchise Management Training.
20) Employ a Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program.
21) Provide FLVS with End of Course (EOC), AP, and FSA summary and demographic data for FLVS courses upon request.

22) Implement teacher Memorandum of Agreement provided by FLVS as Appendix C and submit signature page to FLVS by October 1st each academic year or within 30 days of employment.
23) Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
24) All public records requests received regarding this Franchise Agreement or any services provided thereunder must be provided to FLVS within 24 hours of the receipt by the customer.
25) 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.
26) Provide high-resolution vector logo to FLVS by July 30th each academic year.
27) Use tagline "Powered by FLVS" when specifically promoting FLVS courses.
28) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in service points upon completion.
29) Utilize the Salesforce application to access QA documents and submit concern resolutions.

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 worldwide, one Student at time.

FLVS Values:

- Student Focus
- Innovation
- Integrity
- Passion
- Communication

FLVS Commitment:
The Student is at 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 workday 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 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 at:
https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6

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 of contact. Instructors will make note of the preferred method and communicate student progress according what parent's 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 within 48 hours of submission.

2. Florida Virtual School uses the state adopted grading scale. Per Florida Statute 1003.437 High School Grading System:
   a) Grade A equals 90% through 100%.
   b) Grade B equals 80% through 89%.
   c) Grade C equals 70% through 79%.
   d) Grade D equals 60% through 69%.
   e) Grade F equals 0% through 59%.
   f) W – Student withdrawn during grace period. No credit awarded.
   g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
   h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
   i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC 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 a final exam in all FLVS courses.

For Courses with state required EOC exams, the School Board may act in accordance with Customer policy.

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. 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 Students must be maintained within the LMS.



Florida Virtual School
Franchise Agreement

As a Franchise Teacher, I have read and agree to abide by all FLVS Instructional Polices as found at https://dash.flvsgl.com/learn/2019-20-franchise-faculty-handbook/

Teacher Name	Certification	Areas

Teacher Signature	Date

Franchise Leader	Date

Please submit this form to the Franchise Manager within ten (10) business days of Teacher employment with your Franchise school.

FLORIDA VIRTUAL SCHOOL

APPENDIX D

Steps for Enforcement

To ensure that its products and services are properly presented, 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

1. Memo to file summarizing discussion.
2. Franchise may file a written document outlining an opposing view with FLVS Franchise Manger, Director and Chief.
3. Verbal communication with Franchise Manager to identify deficiencies with a plan for correction of identified deficiencies to bring Franchise back into compliance within seven (7) business days.
4. If deficiency is not corrected within seven (7) business days with the Franchise back in compliance of the Franchise contract, parties involved will attend mandatory training with costs being incurred by the Franchise, and/or be levied penalties and fines.

Step Two: Probation

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

FLORIDA VIRTUAL SCHOOL

APPENDIX E

Florida Virtual School Franchise Branding and Media Policy

FLVS Branding Policy:

- Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public-school district of the State of Florida.

- "Florida Virtual School" and "FLVS" are the only approved school name and abbreviation. "The Florida Virtual School", "Florida Virtual", and "Florida Virtual Schools" are not approved for use.

- Never use FLVS or Florida Virtual School possessively.

- Provide the FLVS District & Franchise Solutions Director with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

FLVS Media Relations Policy:

- Notify the FLVS Communications Manager and the FLVS District & Franchise Solutions Director upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
    - Tania Clow, Communications Manager: 407-513-3627, tclow@flvs.net
    - Larry Banks, District & Franchise Solutions Director: 407-484-4031, lbanks@flvs.net

- Media Resources Available:
    - FLVS Newsroom (flvs.net/news) – View news releases, annual report, district enrollment summary, research documents, and FLVS leadership members.

- When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS District & Franchise Solutions Director.

FLORIDA VIRTUAL SCHOOL

Appendix F

Florida Services Additional Terms

This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Franchise Agreement, these Additional Terms shall control.

1. DEFINITIONS. All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:

1.1 "Affiliate" shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

1.2 "Agreement" shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).

1.3 "Customer" shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.

1.4 "Licensed Product" shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.

2. Intellectual Property Rights. Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to Customer pursuant to the Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS' (or its Affiliates' or licensors') rights in the Works.

Customer agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of the Agreement, 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 (collectively, "Intellectual Property Rights") shall remain with FLVS.

3. INDEMNIFICATION. To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

4.1 Limited Warranty. FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS

does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

4.2 Warranty Period. The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

4.4 LIMITATION OF LIABILITY. NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER. IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT ANY AMOUNT OF RECOVERY TO WHICH CUSTOMER MAY BE DEEMED ENTITLED SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

5. THIRD PARTY REQUIREMENTS. Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third-party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

5.1 National Collegiate Athletic Association ("NCAA"). The NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at https://web3.ncaa.org/hsportal/exec/hsAction?hsActionSubmit=searchHighSchool. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

5.2 Advanced Placement ("AP") Courses. Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

6. COMPLIANCE WITH LAWS

6.1 In General. Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.

6.2 Children's Online Privacy Protection Act ("COPPA"). Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

6.3 Confidential Student Information. For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon

the termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

6.4 Accommodations. Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

(a) Students with Disabilities. To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(b) English Language Learner Students. To the extent required by law, Customer is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(c) Individual Education Plans. To the extent required by law, Customer is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

6.5 Data/Security Breach. The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

6.6 Background Screening. As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

7. Third Party Rights. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.