



FLORIDA DISTRICT FRANCHISE AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

This Florida District Franchise Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and The School Board of Hernando County, Florida ("District"), collectively referred to hereinafter as the "Parties" or "Party."

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

WHEREAS, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above-named School District; and

WHEREAS, Section 1002.37(2)(i), Florida Statutes, authorizes FLVS to enter into Franchise Agreements with Florida school districts; and

WHEREAS, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true, correct, and incorporated herein by reference.

1. DEFINITIONS

- a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here 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.
- b) "Authorized Third Parties" means any non-employee agent, representative,

independent contractor, sub-contractor, or consultant of the District whose duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

- c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.
- d) "Billable Enrollment" means any student enrollments designated as "Active" status in the FLVS Virtual School Administrator ("VSA") for a minimum of thirty (30) consecutive days or who achieves twenty percent (20%) completion in any status.
- e) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.
- f) "Course Fees" means the license fees to be paid by the District to FLVS, which are described in Section 6, "Fees and Payment" and Appendix A – Course List and Fees of this Agreement.
- g) "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.
- h) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.
- i) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets, and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.
- j) "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.

- k) "Learning Management Systems" or "LMS" means the software-based system that must be utilized to access the Licensed Course Content.
- l) "Licensed Course Content" means the courses and course components of the FLVS Course Content in object code format licensed to District hereunder and described in Appendix A of this Agreement and such additional third-party components required as part of the Licensed Course Content.
- m) "Licensed Materials" means the Licensed Course Content, LMS, and Virtual School Administrator.
- n) "Virtual School Administrator (VSA) License" means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

2. LICENSE GRANT

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that the pricing and course list is subject to modification at the sole discretion of FLVS prior to the start of each academic school year. FLVS shall provide the updated Appendix A - Course List and Fees of this Agreement on or before April 1 prior to the start of each academic school year.

District hereby agrees to the Agreement Term selected below:

 X one (1) academic school year term, July 1, 2023 through June 30, 2024



_____ three (3) academic school year terms, July 1, 2023 through June 30, 2026

4. DISTRICT OBLIGATIONS

The District shall:

- a) Designate a person or persons who shall serve as point(s) of contact as follows: i) District level leader; ii) District virtual school (franchise) leader; and iii) Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program. The District level leader and District virtual school (franchise) leader shall be listed in Section 40, "Notice" of this Agreement.
- b) Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy in Appendix D of this Agreement.
- c) Use the FLVS Learning Management System and Student Information System for students enrolled in the Franchise program.
- d) Report only Florida Virtual School courses within the Franchise program for Florida Education Finance Program (FEFP) funding.
- e) Have approved and processed by FLVS all student transfers between the Parties.
- f) Comply with the Academic Integrity policies (see Appendix B of this Agreement) established by FLVS.
- g) Provide accurate rosters of teachers, participating in the Franchise, including contact information and subjects they teach, on July 1st and December 1st of each academic year, and provide FLVS with an updated roster whenever the District hires new teachers or teachers leave employment with the District.
- h) Require that all teachers complete new teacher training before being placed with students.
- i) Require all teachers of new or updated courses complete training on the new or updated course within two (2) weeks of training being made available.
- j) Record a course as completed only if a student has taken the final segment exams or the District has documented adherence to local District policy regarding course completion.

- k) Maintain all teacher and student email communications within the FLVS LMS.
- l) Provide certified teachers in the subject they are teaching or otherwise comply with Section 1012.42, Florida Statutes, regarding out-of-field instructors. Certification numbers shall be entered and maintained by the District in the FLVS Student Information Management System (VSA) account.
- m) Have sole responsibility to comply with all College Board AP regulations and audits. Franchise AP courses not authorized by the College Board may not be offered with the AP label.
- n) Have sole responsibility to comply with all AICE regulations and audits. Franchise AICE courses not authorized by Cambridge may not be offered with the AICE label.
- o) Participate in end-of-year Franchise evaluations.
- p) Participate in Annual Franchise Management Training.
- q) Require each teacher teaching FLVS courses to sign Appendix B of this Agreement ("Teacher Acknowledgement Form") and submit all signed forms to FLVS by October 1st of each academic year or within thirty (30) days of the teacher's employment.
- r) Achieve an eighty-five percent (85%) or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys conducted by FLVS's external vendor.
- s) Provide FLVS with notice of any public records request received regarding this Agreement or any services provided thereunder within twenty-four (24) hours of receipt by the District.
- t) 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.
- u) Provide a high-resolution vector logo to FLVS by July 30th of each academic year.
- v) Use the tagline "Powered by FLVS" when specifically promoting FLVS courses.

- w) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in-service points upon completion.
- x) Utilize the Salesforce application to access quality assurance documents and submit concern resolutions.
- y) Regularly monitor the program and the provision of services under the program for compliance with Florida law and the terms of this Agreement. The scope of monitoring includes, but is not limited to, verifying the following: 1) that the curriculum plan is followed; 2) that students have met graduation requirements set forth in Sections 1002.3105(5), 1003.4281, and/or 1003.4282 (if applicable), Florida Statutes; 3) that FLVS maintains the confidentiality of all education records and the information contained within as per Section 10, "Confidential Information" of this Agreement.
- z) District's failure to fulfill the obligations in this Agreement shall result in the action outlined in Appendix C "Steps for Enforcement."

5. FLVS OBLIGATIONS

FLVS shall:

- a) Provide a Franchise Operations Manager assigned to support the District.
- b) Provide access to the LMS platform.
- c) Provide systems training during the academic year terms for Districts, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.
- d) Provide hosting of courses on the LMS platform.
- e) Provide course materials to students which shall be returned to FLVS at the conclusion of the course by the District, unless FLVS has designated the materials as disposable.
- f) Provide course updates.
- g) Provide Student Information Management System (VSA).
- h) Provide Quality Assurance ("QA") Services inclusive of one (1) Classroom Audit and one (1) Completion Audit per instructor, Educator footprints reports

upon request, and Quality Assurance training.

- i) Conduct Academic Integrity investigations pursuant to FLVS policy as set forth in Appendix B "Teacher Acknowledgement Form" of this Agreement for referral to the District and any subsequent disciplinary action upon conclusion of the investigation which the District may undertake.
- j) Provide monthly parent/student survey results.
- k) Provide an Annual Customer Satisfaction Report.
- l) Provide Instructor Training for all new course releases.
- m) Provide new Instructor Training.
- n) Provide a year-end evaluation of the program.
- o) Provide Franchise Management Training.
- p) Provide syllabus documents for AP courses for use in AP audit process.
- q) Provide a co-branded digital flyer*, which is designed and sent to the District by request only, up to three (3) times a year (August, January, and May).
- r) Provide access to FLVS video course tours.
- s) 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.*

6. FEES AND PAYMENT

The District shall pay to FLVS the Course Fees described in Appendix A "Course List and Fees" of this Agreement, for each Billable Enrollment. The District shall pay for each Billable Enrollment regardless of the student's status upon receipt of invoice. The Course Fees will be invoiced according to the Invoicing Schedule in the table set forth herein and paid 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 District to pay correct and undisputed invoices within forty-five (45) days of the District's Accounts Payable Department's receipt of said invoice. The District shall issue a Purchase Order to FLVS prior to the enrollment of students under this Agreement. The District shall not incur any obligation for payment prior to the 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 (ninety (90)-plus days) accounts are subject to the late fees set forth in the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes, and may be denied access to FLVS content at the sole discretion of FLVS. Performance of this Agreement will be suspended until payment is received by FLVS.

FLVS Invoicing Schedule for Agreement Billable Enrollments:

Cycle	Enrollment Data Date Range	Invoice Sent to District on or before
Cycle 1	July - Oct	November 30th
Cycle 2	Nov - Feb	March 31st
Cycle 3	Mar - Jun	June 30th
Cycle 4	True-up / Enrollments not captured in previous cycles	July 31st

Billing Contact Personnel:

District	Florida Virtual School
Name: Zana Wiseman	Name: Mihaela Brehoi
Address of School/District: 919 N. Broad Street Brooksville, FL 34601	Address: 5422 Carrier Drive, Suite 201 Orlando, Florida 32819
Email: wiseman_z@hcsb.k12.fl.us	Email: mbrehoi@flvs.net
Telephone No.: 352-797-7072	Telephone No.: 407-513-3615

7. SOFTWARE SECURITY

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. The District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District 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. Further, Data shall be backed up on a schedule no less stringent than what is used by FLVS.

8. BACKGROUND SCREENING

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465,



Florida Statutes. All FLVS personnel who, (1) are to be permitted access to the District's school grounds when students are present, (2) will have direct contact with the District's students, or (3) have access or control of District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed 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 the District 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 the District, 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 the District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

9. INTELLECTUAL PROPERTY RIGHTS

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly

permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

10. 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.

For the limited purposes of auditing the implementation of the Agreement and accessing student information, 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 District 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.

11. CHILDREN’S ONLINE PRIVACY PROTECTION ACT (“COPPA”)

The District shall comply with COPPA and all rules promulgated thereunder.

12. E-VERIFY

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

13. NCAA

The National Collegiate Athletic Association (“NCAA”) has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student-athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria.

14. DATA/SECURITY BREACH

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and 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 Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

15. WARRANTIES OF FLVS

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 District hereunder for the licensed materials; (II) the amount paid by the District 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 Section 7, “Software

Security” of this Agreement; (III) the amount paid by the District 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 the District under this Agreement.

- b) FLVS shall in no event 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 the District 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 the District only as expressly provided in this Agreement, and shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to the District or a third party for any claim, including, not limited to, 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 the District, 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.

16. INDEMNIFICATION. To the extent permitted by law, FLVS and the District 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, 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 the District 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 768.28, Florida



Statutes.

17. INTELLECTUAL PROPERTY CLAIMS

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 the District 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.

18. TERMINATION

This Agreement may be terminated by:

- a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 19, "Termination for Convenience" of this Agreement; or
- b) written agreement executed by both Parties; or
- c) FLVS at any time if the District, upon notice by FLVS and the expiration of a ten (10)-day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or
- d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

19. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, the District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS. In the event of a termination for convenience, the District shall pay FLVS for all Billable Enrollments for all service dates up to and including to the date of termination. In the event of such termination, the Parties--by mutual written

agreement--may extend the notice of termination period to a time period beyond the thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

20. RELATIONSHIP OF THE PARTIES

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

21. DISPUTE RESOLUTION

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

22. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

23. SEVERABILITY

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

24. 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 MATERIALS, 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 THE DISTRICT SPECIFIC LEGAL RIGHTS. THE DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

25. PUBLIC RECORDS NOTICE

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. 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. Accordingly, the Parties shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.
- b. Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.
- c. Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.
- d. Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 5422 CARRIER DRIVE, SUITE 201, ORLANDO, FLORIDA 32819, OR AT 407-490-2879, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601 OR AT 352-797-7000 OR AT [email address]: N/A.

26. FORCE MAJEURE

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. 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.

27. NO WAIVER

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or

constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party unless it is agreed upon in writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

28. AUDIT RIGHTS

FLVS may audit the use of their Licensed Materials 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 District and the Florida Department of Education.

29. EMAIL ACCESS

The District is responsible for providing FLVS, upon request, all email correspondence between teacher and student relevant to this Agreement.

30. NON-SOLICITATION AGREEMENT

FLVS and the District 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.

31. 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.

32. 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.

33. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District's responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

34. ENGLISH LANGUAGE LEARNER STUDENTS

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

35. 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.

36. AMENDMENTS

With the exception of the annual update to the FLVS Course Offerings and Price List (Appendix A), no modification or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed by both Parties.

37. 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.

38. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the venue for any court proceeding arising from or related to this Agreement shall be in a court of competent jurisdiction situated in Orange County, Florida.

39. PARTICIPATION IN SIMILAR ACTIVITIES

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations, and individuals.

40. NOTICE

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing and directed to the following contacts:

As to FLVS:

Larry Banks, Sr. Director of Partner Services, Florida
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: lbanks@flvs.net and procurement@flvs.net

With a copy to:

Office of General Counsel
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: ogc@flvs.net

As to the District:

John Stratton, Superintendent of Schools
Schools District Name: The School Board of Hernando County, FL
Address: 919 N. Broad Street
City/State: Brooksville, FL 34601
Email: N/A

With a copy to:

Name/Title: Zana Wiseman, Principal of Hernando eSchool



Address: 1070 Varsity Drive
City/State: Brooksville, FL 34601
Email: wiseman_z@hcsb.k12.fl.us

41. AUTHORITY

Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

42. 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.

43. NO ASSIGNMENT

This Agreement may not be assigned, transferred, or conveyed in whole or in part by either Party.

44. 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 District and FLVS or any other Party or cause either Party to be responsible in any way for the debts and obligations of the other Party.

(Signatures to follow on next page)



*[Signature page to Franchise Agreement between
Florida Virtual School and
The School Board of Hernando County, FL
Dated Upon Full Execution]*

WHEREFORE, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL	
By (Authorized Signature)	Date
<div>Digitally signed by Louis Algaze Date: 2023.04.04 19:30:59 -04'00'</div> Louis Algaze	
Printed Name and Title of Person Signing: Louis J. Algaze, Ph.D. – President and CEO	
Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819.	
Approved as to legal form and sufficiency by:	
Karen M. Chastain	<div>Digitally signed by Karen M. Chastain Date: 2023.04.04 13:12:34 -04'00'</div>
FLVS Office of General Counsel	
THE SCHOOL BOARD OF <u>HERNANDO</u> COUNTY, FLORIDA	
By (Authorized Signature)	Date
Printed Name and Title of Person Signing:	
Address:	
Approved as to legal form and sufficiency by:	Approved as to Form
	<i>Nancy McClain Alfonso</i>
School Board Attorney/Legal Counsel for School Board	General Counsel, HCSB



APPENDIX A - Course List and Fees

Effective July 1, 2023, to June 30, 2024

The Licensed Materials, which are the subject of the Florida Virtual School (FLVS) Franchise Agreement, including Licensed Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the FLVS Learning Management System granted to the District and the fees payable to FLVS are outlined in the following table, “FLVS Course Offerings”.

This list includes the most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

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

1. **Fees**

This Course Offering 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 (*Franchise only offering)	Price per segment
ENGLISH/LANGUAGE ARTS	
Advanced Placement English Language and Composition	43.00
Advanced Placement English Literature and Composition	43.00
English 1	43.00
English 1 for Credit Recovery*	43.00
English 2	43.00
English 2 for Credit Recovery*	43.00
English 3	43.00
English 3 for Credit Recovery*	43.00
English 4	43.00
English 4 for Credit Recovery*	43.00
English 4: Florida College Prep	43.00
Journalism 1	43.00

M/J Language Arts 1	43.00
M/J Language Arts 2	43.00
M/J Language Arts 3	43.00
Social Media 1	43.00
MATHEMATICS	
Advanced Placement Calculus AB	48.00
Advanced Placement Calculus BC	48.00
Advanced Placement Statistics	43.00
Algebra 1	43.00
Algebra 1 for Credit Recovery*	43.00
Algebra 2	43.00
Calculus Honors	48.00
Geometry	43.00
Geometry for Credit Recovery*	43.00
M/J Grade 6 Mathematics	46.00
M/J Grade 7 Mathematics	46.00
M/J Grade 8 Pre-Algebra	43.00
Mathematics for College Algebra	55.00
Pre-Calculus Honors	43.00
Probability & Statistics with Applications Honors	43.00
SCIENCE	
Advanced Placement Biology	43.00
Advanced Placement Environmental Science	43.00
Anatomy and Physiology	43.00
Biology 1	43.00
Biology 1 for Credit Recovery*	43.00
Chemistry 1	43.00
Chemistry 1 for Credit Recovery*	43.00
Earth/Space Science	43.00
Environmental Science (Guy Harvey)	43.00
Forensic Science	56.00
M/J Comprehensive Science 1	43.00
M/J Comprehensive Science 2	43.00
M/J Comprehensive Science 3	43.00
M/J Computer Science Discoveries 1	43.00
M/J Computer Science Discoveries 2	43.00

Marine Science 1	43.00
Physical Science	43.00
Physics 1	43.00
SOCIAL STUDIES	
Advanced Placement Human Geography	43.00
Advanced Placement Macroeconomics	43.00
Advanced Placement Microeconomics	43.00
Advanced Placement Psychology	56.00
Advanced Placement United States Government and Politics	76.00
Advanced Placement United States History	63.00
Economics	43.00
Economics with Financial Literacy	56.00
Economics with Financial Literacy for Credit Recovery*	43.00
Law Studies	65.00
M/J Civics	43.00
M/J United States History	43.00
M/J United States History & Career Planning	43.00
M/J World History	43.00
M/J World History & Career Planning	43.00
Personal Financial Literacy	43.00
Psychology 1	43.00
United States Government	43.00
United States Government for Credit Recovery*	43.00
United States History	43.00
United States History for Credit Recovery*	43.00
World History	43.00
World History for Credit Recovery*	43.00
ART/VISUAL ART/MUSIC	
Advanced Placement Art History	43.00
Art History and Criticism 1 Honors	43.00
Digital Art Imaging 1	46.00
Guitar 1	58.00
M/J Exploring Music	46.00
M/J Guitar 1	58.00
M/J Visual Art 1	43.00
M/J Visual Art 2	43.00

Music of the World	43.00
Theatre, Cinema, & Film Production	56.00
CAREER AND LIFE SKILLS	
Accounting Applications 1	73.00
Advanced Placement Computer Science A (STEM)	56.00
Artificial Intelligence in the World	65.00
Career Research and Decision Making	65.00
Critical Thinking and Study Skills	65.00
Driver Education/Traffic Safety - Classroom	69.00
Leadership Skills Development	65.00
M/J Career Research & Decision Making	43.00
M/J Critical Thinking, Problem Solving, and Learning Strategies	43.00
M/J Peer Counseling 1	65.00
Parenting Skills	65.00
Peer Counseling 1	65.00
Peer Counseling 2	65.00
Peer Counseling 2 ELL	65.00
CAREER TECHNICAL EDUCATION	
Agriscience Foundations 1	43.00
Agriculture Communications 2	46.00
Agriculture Communications 3	46.00
Computer & Network Security Fundamentals	57.00
Criminal Justice Operations 1	43.00
Cybersecurity Essentials	43.00
Digital Information Technology	65.00
Foundations of Programming	43.00
Human Growth and Development	46.00
Introduction to Hospitality & Tourism	65.00
Introduction to the Teaching Profession	65.00
M/J Business Keyboarding	43.00
M/J Coding Fundamentals	43.00
Principles of Entrepreneurship	65.00
Procedural Programming	43.00
Technology for Hospitality and Tourism	43.00
HEALTH/PHYSICAL EDUCATION	

Fitness Lifestyle Design	43.00
Health 1 - Life Management Skills	43.00
Health Science Foundations	43.00
HOPE - Physical Education (Core)	43.00
M/J Comprehensive Physical Education Grade 6/7	43.00
M/J Comprehensive Physical Education Grade 7/8	43.00
M/J Fitness - Grade 6	43.00
Outdoor Education	80.00
Personal Fitness	43.00
WORLD LANGUAGE	
American Sign Language 1	43.00
American Sign Language 2	43.00
Chinese 1	43.00
Chinese 2	43.00
Chinese 3 Honors	43.00
French 1	43.00
French 2	43.00
French 3 honors	43.00
Hebrew 1	43.00
Hebrew 2	43.00
Latin 1	43.00
Latin 2	43.00
Latin 3 Honors	43.00
M/J Spanish, Beginning	43.00
M/J 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 1	43.00
ELEMENTARY	
Language Arts - Kindergarten	46.00
Language Arts - Grade One	46.00
Language Arts - Grade Two	46.00
Language Arts - Grade Three	46.00
Language Arts - Grade Four	46.00

Language Arts - Grade Five	46.00
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
Introduction to Computer Science K	43.00
Introduction to Computer Science 1	43.00
Introduction to Computer Science 2	43.00
Introduction to Computer Science 3	43.00
Introduction to Computer Science 4	43.00
Introduction to Computer Science 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
Art - Grade Kindergarten	43.00
Art - Grade 1	43.00
Art - Grade 2	43.00
Art - Intermediate 1 - Grade 3	43.00
Art - Intermediate 2 - Grade 4	43.00
Art - Intermediate 3 - Grade 5	43.00

[End of Course List]



APPENDIX B

Teacher Acknowledgement

Form

FLVS Mission:

Equip students for success by developing and delivering highly effective digital learning through an intuitive online platform.

FLVS Vision:

Lead online education worldwide with innovative digital solutions that individualize learning for each student.

FLVS Values:

- Excellence – Deliver the best. Always.
- Innovation – Lead transformative learning.
- Community – Build meaningful connections.
- Balance – Embrace flexibility.
- Communication – Listen, share, and collaborate openly.

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 an 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 accordingly.

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 twenty-four (24) hours. Responding within twenty-four (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 forty-eight (48) hours of submission.
2. Florida Virtual School uses the state-adopted grading scale. Per Section 1003.437, Florida Statutes, Middle and High School (grades 6-12) Grading System:
 - a) Grade A equals ninety percent (90%) through one hundred percent (100%).
 - b) Grade B equals eighty percent (80%) through eighty-nine percent (89%).
 - c) Grade C equals seventy percent (70%) through seventy-nine percent (79%).
 - d) Grade D equals sixty percent (60%) through sixty-nine percent (69%).
 - e) Grade F equals zero percent (0%) through fifty-nine percent (59%).
 - f) W – Student withdrawn during the 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 completing one hundred percent (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 (1) 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 District may act in accordance with District 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 fourteen (14) day minimum learning experience for all half-credit courses and a twenty-eight (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):	Twenty-one (21) Days
Fitness Lifestyle Design (FLD):	Twenty-four (24) Days
Health Opportunities in Physical Education	Twenty-one (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.



As a Florida District Learning and Service Agreement Teacher, I have read and agree to abide by all FLVS Instructional Policies as found at:

https://docs.google.com/presentation/d/18GZg9Dmm_c1pCaygBhM1RCBZMYN_BQtb3F1M71fGp_oQ/edit#slide=id.g35f391192_065.

Teacher Name _____

Certification

Areas

Teacher Signature

Date _____

Franchise Leader

Date _____

Please submit this form to the Franchise Manager within thirty (30) Business Days of Teacher employment with your Franchise School.

APPENDIX C

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 District. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the District 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 District. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a non-performing individual removed from the District program and/or terminate the Agreement with the District.

Step One: Verbal Warning

1. Memo to file summarizing the discussion.
2. The District may file a written document outlining an opposing view with FLVS Franchise Manager, Director, and Chief.
3. Verbal communication with the District Franchise Leader to identify deficiencies with a plan for correction of identified deficiencies to bring the Franchise back into compliance within seven (7) Business Days.
4. If a deficiency is not corrected within seven (7) Business Days with the District back in compliance with the District Agreement, parties involved will attend mandatory training with costs being incurred by the District.

Step Two: Probation

1. Should the discrepancies continue, FLVS will place the District on probation for no longer than one (1) year. This probationary action shall not prevent students currently enrolled in FLVS courses to complete those courses.



APPENDIX D

Florida Virtual School **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 Senior Director of Partner Services 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 Senior Director of Partner Services 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, Senior Director of Partner Services: 407-484-4031, lbanks@flvs.net
- Media Resources Available:
 - FLVS Newsroom (flvs.net/news) – View news releases, annual reports, 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 Senior Director of Partner Services.