

**Between:**

**And:**

Florida Virtual School  
445 West Amelia Street  
Educational Leadership Building  
Orlando, Florida 32801  
USA

School District of Palm Beach County  
3300 Forest Hill Blvd  
C124  
W. Palm Beach, FL 33406  
USA

(hereinafter referred to as "FLVS") (hereinafter referred to as "Customer")

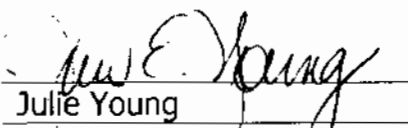
This Agreement sets out the terms pursuant to which Customer may use the Licensed Materials (as that term is hereafter defined).

The "FLVS Franchise License- Terms and Conditions" on the following pages of the document and all attached Appendices form an integral part of this Agreement. These documents constitute the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set out herein in the Agreement.

The parties by their authorized representatives and intending to be legally bound have entered this Agreement as of the **1st** day of **June, 2007** (the "Effective Date").

**Florida Virtual School**

**Licensee**

Signature   
 Name Julie Young  
 Title President and CEO  
 Date 5-23-07  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_  
 Name Arthur C. Johnson, Ph.D  
 Title Superintendent  
 Date \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Name William Graham  
 Title Chairman  
 Date \_\_\_\_\_

FLVS Franchise License  
TERMS AND CONDITIONS

**ARTICLE 1- INTERPRETATION**

**1.1 DEFINITIONS**

In this Agreement and in all Appendices the following terms shall have the respective meanings ascribed to them as follows:

- (a) **"Affiliate"** means with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interests in such entity.
- (b) **"Business Days"** means Monday through Friday excluding any day, which is a nationally observed holiday in both the United States of America and Canada.
- (c) **"Business Hours"** means 8:00 a.m.-8:00 p.m. Eastern Time on Business Days.
- (d) **"Components"** mean the components of the FLVS Software referred to in Appendix A.
- (e) **"Confidential Information"** means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted or proprietary or that it 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 utilizations licenses and associated restrictions with respect to the Licensed Course Content granted to Customer hereunder which are set forth in Appendix A.
- (g) **"Customization"** means a client customizable area is provided which includes: 1) a communication policy, 2) drop policy, 3) netiquette recommendations, 4) pace charts, 5) student resource page, 6) optional contact and help pages, 7) state and national standards.
- (h) **"Data"** means customer information entered into the licensed products to include but not limited to student, staff, school, and parent information.
- (i) **"Enrollment"** is any student that has been on the roll for 29 days or more.
- (j) **"FLVS proprietary products"** includes but is not limited to FLVS course content and the FLVS Virtual School Administrator product.
- (k) **"Geographic Area"** means the Customer's school district or district.
- (l) **"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.
- (m) **"Learning Management System, or LMS"** means the software based system ("Platform") that must be utilized to access the Licensed Course Content.
- (n) **This item intentionally left blank.**
- (o) **"License"** means Customer's license to use the Licensed Materials described in Appendix A, Article 2.
- (p) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.
- (q) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional 3<sup>rd</sup> party Components required as part of the FLVS Course Content .
- (r) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and UCompass (LMS Software) may from time to time provide to Customer.
- (s) **"Platform Provider"** means UCompass.com, Inc.

- (t) **UCompass Educator License**” means the licenses and associated restrictions with respect to the Licensed UCompass Educator learning management system granted to Customer hereunder which are set forth in Appendix D
- (u) **“UCompass Proprietary Products”** includes but is not limited to the UCompass Educator learning management system.
- (v) **Virtual School Administrator (VSA) License**” means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator granted to Customer hereunder which are set forth in Appendix C.

## **ARTICLE 2-LICENSE**

### **2.1 LICENSED MATERIALS**

#### **2.1.1 - Course Content and Materials**

- (a) Subject to the provisions of this Agreement including the provisions of Article 8, FLVS hereby grants to Customer and Customer hereby accepts from FLVS the personal, non-transferable and non-exclusive Franchise License to use the Licensed Materials for Customer’s internal business purposes as set forth in Appendix A in accordance with the terms of this agreement.
- (b) Expectations pursuant to which a Florida County School Board may obtain and utilize the Licensed Materials are set forth in Appendix B.
- (c) FLVS Virtual School Administrator will be used as the registration and student information management system as set forth in Appendix C.
- (d) Florida Virtual School courses will only be delivered on the UCompass Educator learning management system as set forth in Appendix D.
- (e) The Licensed Materials may be used only as set out in this Agreement and Customer agrees not to make any copies (whether in electronic or any other form) or use thereof other than as expressly permitted herein or by FLVS in writing in advance, even if it is technically feasible to do so. Without limiting the generality of the foregoing, Customer’s License to use the Licensed Course Content only to the extent authorized by the Content Licenses.
- (f) Customer’s License to use the Licensed Materials shall commence on the Effective Date.

### **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 customer shall assure third party compliance with this provision and the terms of this agreement.

## **ARTICLE 3-DELIVERY AND INSTALLATION**

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

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

**3.2 Software Security**

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

**3.3 Background Screening:**

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with the law, Sections 1012.32 and 1012.465, Florida Statutes.

**ARTICLE 4-PRICE AND PAYMENT TERMS**

**4.1 License Fees**

- (a) Customer shall pay to FLVS the license fees described in Appendix A (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A. Failure to pay the license fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.
- (b) All overdue (120+ days) accounts will not have access to FLVS' Content and the licensing agreement will be suspended until payment is received by FLVS.

**4.2 Taxes and Interest**

Customer shall pay (and FLVS shall have no liability for), any taxes, tariffs, duties and other charges or assessments imposed or levied by any government or governmental agency in connection with this Agreement, including, without limitation, any federal, provincial, state and local sales, use, goods and services, value-added and personal property taxes on any payments due FLVS in connection with the Licensed Materials and other services provided hereunder, excluding only income taxes payable 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 license right with respect to the Intellectual Property Rights therein.

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

**5.2 Confidential Information**

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

**5.3 Protection and Proprietary Rights**

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

**5.5 Audit Rights**

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

UCompass may audit the use of their proprietary products and enrollments at any time while providing service hereunder.

**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, except for any claim for breach of Section 5.2 (unauthorized disclosure of confidential information), or for breach of Section 6.3(A) (intellectual property indemnity), FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including negligence, shall in no event exceed (I) the amount paid by customer hereunder for the licensed materials, (II) the amount paid by customer for the renewal service that is the subject of the claim if the claim relates to a breach or default by FLVS of the provisions of article 7, (III) the amount paid by customer for the installation service that is the subject of the claim if the claim relates to a breach or default by FLVS of the provisions of this agreement pertaining to installation service, or (IV) in the aggregate with respect to all claims under or related to this agreement, the amount paid by customer under this agreement.
- (b) In no event will FLVS be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings or any claim against customer by another person (even if FLVS has been advised of the possibility of any such damage).

- (c) FLVS shall be liable to customer as expressly provided in this agreement but shall have no other obligation, duty, or liability whatsoever in contract, tort or otherwise to customer including any liability for negligence. the limitations, exclusions and disclaimers in this agreement shall apply irrespective of the nature of the cause of action, demand, or action, by customer, including but not limited to breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.

**6.2 Limitation Period**

Neither party may bring action, regardless of form, arising out of or related to this Agreement more than two (2) years after the cause of action has arisen or the date of discovery of such cause, whichever is later.

**6.3 Intellectual Property Claims**

- (a) To the extent permitted by law, FLVS will defend or (at its option) settle any claim or action brought against Customer to the extent that it is based on a claim that the Licensed Materials infringe any copyright, Patent, trade secret or trademark enforceable in the United States of America of any third person ("Infringement Claim") and will indemnify to the extent permitted by law Customer against damages and costs awarded against Customer by a court of competent jurisdiction by final order from which no appeal is taken or the time for appealing has expired, provided that Customer notifies FLVS promptly in writing of same, and provided further that Customer permits FLVS to Control the litigation and to defend, compromise or settle the claim and provides all available information, assistance and authority to enable FLVS to do so. FLVS shall not be liable to reimburse Customer for any compromise or settlement made by Customer without FLVS's prior written consent, or for any legal fees or expenses incurred by Customer in connection with such claim.
- (b) Should the Licensed Materials or any of them become, or in FLVS's sole opinion be likely to become, the subject of a claim of infringement, misappropriation, or violation of an Intellectual Property Right (an "Infringement Claim") FLVS may (i) procure for the Customer, at no cost to the Customer the right to continue to use the Licensed Materials which are the subject of the Infringement Claim (ii) replace or modify the Licensed Materials or part thereof subject to such Infringement Claim with software or documentation of at least comparable functionality at no cost to the Customer, or (iii) if neither of the foregoing alternatives are reasonably practical in FLVS's sole judgment, remove the component that is the subject of the Infringement Claim or any or all other parts of the Licensed Materials and refund to the Customer the License Fees paid by Customer for part removed as depreciated on a straight line five (5) year basis from the date of delivery of the part to the Customer.
- (c) Notwithstanding the forgoing, FLVS shall have no liability for any claim that is based on (i) the use if other than the latest release and version of the Licensed Materials, if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to Customer, (ii) the use or combination of the Licensed Materials with the software, hardware or any other product not provided by FLVS, or (iii) any modification to the Licensed Materials or use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.
- (d) This Section 6.3 states the entire liability of FLVS and Customer's sole remedies with respect to any Infringement Claim.

**ARTICLE 7- RENEWAL**

**7.1 Term**

This Agreement shall be effective on the Effective Date and shall terminate in accordance with this Article.

- (a) Customer of FLVS may terminate Renewal Services at the end of a Renewal Term by providing the other with no less than thirty (30) days prior written notice before the end of the Renewal Term.

**7.2 Services not Included**

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

**ARTICLE 8- TERM AND TERMINATION**

**8.1 Term**

This Agreement shall be effective on the Effective Date and shall terminate in accordance with this Article.

**8.2 Termination**

Either party may by notice in writing terminate this Agreement if (i) the other party breaches or fails to observe or perform any of its obligations set out in this Agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days written notice by FLVS to customer of its termination of the agreement.

**8.3 Returning Licensed Materials**

Within fifteen (15) days after termination or expiration of this Agreement for any reason, Customer shall return FLVS the original and all copies of the Licensed Materials in the possession or control of Customer (including any copies in possession or control of Business Third Parties or other Users) and shall certify to FLVS in writing that all such copies have been returned and/or deleted from all computer records. Customer shall also cease to use the Licensed Materials and ensure that all Business Third parties to whom

Customer has given access to the Licensed Course Content also cease to use and return the Licensed Materials.

**8.4 Survival**

The parties hereto agree that provisions of Section 6.2, and 8.3, 9.9 and 9.10 and Article 5 shall survive and remain in full force and effect after the termination of the License or this Agreement for any reason.

**ARTICLE 9- GENERAL**

**9.1 Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement, as the case may be. The terms "this Agreement", "hereof", "hereunder" and similar expressions in this Agreement refer to this Agreement and not to any particular Article, Section or other portion and include any Agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Article and Sections of this Agreement.

**9.2 Extended Meanings**

In this Agreement words importing the singular number only shall include the plural and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. The terms "provision" and "provisions" in this Agreement refer to terms, conditions, provisions, covenants, obligations, undertakings, warranties and representations in this Agreement.

**9.3 Notices**

For the purpose of this Agreement, and for all notices and correspondence hereunder, the addresses of respective parties have been set out at the beginning of this Agreement and no change of address shall be binding upon the other party hereto until written notice thereof is received by such party at the address shown herein. All notices shall be effective upon receipt if delivered personally or sent by facsimile and seven (7) days after mailing if sent by registered mail.

**9.4 Currency**

All references to currency are deemed to mean lawful money of the United States of America unless expressed to be in some other currency.

**9.5 Force Majeure**

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



**9.6 Severability**

The parties agree that it is the intention of each party not to violate any public policy, statutory or common law or government regulation. To the extent that any provision, portion or extent of this Agreement is deemed to be invalid, illegal or unenforceable, such provision, portion or extent shall be severed or deleted here from or limited so as to give the effect to the intent of the parties insofar as possible and the parties will use their best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provisions and each remaining provision so remaining shall be enforced.

**9.7 Assignment**

Neither party is authorized to assign this Agreement without the prior written permission of other party.

**9.8 Waiver**

No modification, addition to or waiver of any rights, obligations or defaults shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default. No delay or failure of either party in exercising any right hereunder and partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any rights hereunder.

**9.9 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its conflict or choice of law, rules or principles.

**9.10 Dispute Resolution and Arbitration**

The parties agree that if there is a disagreement regarding the terms of this agreement, the parties will engage in discussions to resolve the dispute prior to any litigation being filed.

**9.11 Public Relations**

Customer agrees to make itself available as a third party reference for FLVS and to comment on the quality of services (including course content) performed by FLVS, as reasonably requested from time to time by FLVS. Customer gives permission to FLVS to use Customer's name in a representative Customer list, and in any marketing collateral, case studies, and press releases. Customer will allow FLVS to post Customer's corporate logo on the FLVS Website. Customer agrees to participate in FLVS Media Training. Customer agrees to use only FLVS collateral or FLVS approved collateral in all public relations efforts.

**9.12 Non-Solicitation Agreement**

The FLVS Franchise agrees that during the term of this agreement, except as provided elsewhere in this agreement or through mutual consent of both organizations – it shall not:

- directly or indirectly engage, hire, employ, or solicit any employee of FLVS, or any subsidiary or affiliate of FLVS, or otherwise induce or attempt to induce any employee of FLVS to leave employment of FLVS or alter the employment relationship of any employee with FLVS;

Florida Virtual School agrees that during the term of this agreement, except as provided elsewhere in this agreement or through mutual consent of both organizations – it shall not:

- directly or indirectly engage, hire, employ, or solicit any employee of the Franchise or otherwise induce or attempt to induce any employee of the Franchise to leave employment of Franchise or alter the employment relationship of any employee with Franchise.

**9.13 FLVS Policy Adherence**

The FLVS Franchise agrees that during the term of this agreement the Franchisee and its employees will adhere to all FLVS policies regarding course delivery, instructional practices, and student management. The policies may be found in Appendix B and Appendix E.

**APPENDIX A**

The Components, which are the subject of the FLVS Franchise License, including FLVS course content, 3<sup>rd</sup> party components, FLVS Virtual School Administrator Registration and Student Information System, and the UCompass.com Educator Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

**1. Licensed Materials**

Customer may only utilize the above Components in the following School District: Palm Beach. The Effective Date for this license is **June 1, 2007**, and is in effect until **June 30, 2008**.

**2. Fees**

- The franchise fee is \$20,000 for new franchises and \$15,000 for returning franchises.
- The per enrollment fees are listed below on a sliding scale:

|                                      |                                    |
|--------------------------------------|------------------------------------|
| 600 – 1000 half-credit enrollments:  | \$75.00 per half-credit enrollment |
| 1001 – 2000 half-credit enrollments: | \$50.00 per half-credit enrollment |
| 2001 – 5000 half-credit enrollments: | \$35.00 per half-credit enrollment |
| 5001 + half-credit enrollments:      | \$25.00 per half-credit enrollment |

The total contract value will include the franchise fee (\$20,000 for new franchises or \$15,000 for returning franchises) and additional per half-credit enrollment fees.

The minimum number of allowable half-credit enrollments is 600 annually. All franchises that produce less than 600 half-credit enrollments will be billed at the minimum of 600 half-credit enrollments.

Payment of the franchise fee and 33% of the projected enrollment fees are due within 30 days of the date of signed contract. No services will be provided by FLVS until receipt of this initial payment.

On February 1, 2008, payment shall be equal to the balance of per enrollment fees less value of first payment. The per enrollment fees shall be based on the actual student enrollment at time of payment.

On or before June 30, 2008, the last payment shall include the balance of the per enrollment fees less actual per enrollment fees paid to date.

FLVS

Signature

Name

Title

Date

*Julie Young*  
Julie Young  
President and CEO

5-23-07

Licensee  
Representative

Signature

Name

Title

Date

Signature

Name

Title

Date

Arthur C. Johnson, Ph.D.

Superintendent

William Graham

Chairman

*WJ* Initials; \_\_\_\_\_ Initials

**APPENDIX B**

This Appendix sets out the expectations pursuant to which a Florida County School Board may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise License – Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination of the franchise.

**1. Florida Virtual School Responsibilities:**

1. Provide a Franchise Manager assigned to support the Franchising district;
2. Provide access to LMS platform;
3. Provide contact information for platform provider;
4. Provide training on LMS platform;
5. Provide hosting of courses on LMS platform;
6. Provide online course content;
7. Provide course materials to students to be returned to FLVS main office at the conclusion of the course unless deemed disposable;
8. Provide a course grid for identification of courses to be licensed as well as teacher contact information;
9. Provide FLVS teacher trainer contact information;
10. Provide course content training and mentoring for franchise teachers;
11. Provide course updates;
12. Provide Student Information Management System (VSA);
13. Provide training on Student Information Management System (VSA);
14. Provide Virtual Leadership Training to franchise leader;
15. Provide required job descriptions unique to the online learning environment;
16. Provide a mid-point and year-end evaluation of the program;
17. Provide annual accountability report to DOE;
18. Provide Franchise Media Training;
19. Provide Franchise Instructional Leadership Training;
20. Provide monthly meetings for all district franchise managers;
21. Provide an online format for dissemination of cross-franchise information;
22. Facilitate cross-franchise subject area meetings;
23. Provide syllabus documents for AP courses for use in AP audit process.

**2. The Franchising School District is Responsible for the Following Items:**

1. Schedule a meeting with representatives of FLVS (via the Franchise Manager) and the Superintendent or his/her designee in March, April, May, or June prior to the implementation of this Agreement. Said meeting is for the purpose of assuring a correct and quality implementation of the franchise program and must occur before the franchise contract will be renewed for the following school year;
2. Provide FLVS seven (7) days written notice of any meeting of franchise district's school board to discuss and/or consider action regarding FLVS, this agreement, or the terms thereof;
3. Return the signed contract by the 10<sup>th</sup> of the month prior to student activation in courses;
4. Provide payment as specified in contract;

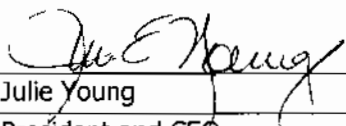
5. Provide a point of contact for FLVS at the district level and at the franchise leadership level;
6. Use the LMS (UCompass Educator) utilized by FLVS; Use the FLVS Student Information System (Virtual School Administrator-VSA);
7. Complete course grid three (3) weeks prior to course delivery date and teacher training; teachers may not be listed as TBA;
8. Assist in collecting course materials from students for return to FLVS;
9. With regard to this product, serve only students residing within the Franchising district;
10. Make the online program available to public, private, and registered homeschool students within the Franchising district;
11. Allow district students the option of franchise or Florida Virtual School courses;
12. Enforce the FLVS student grace period of 28 days;
13. Enforce FLVS policies for removing students from online courses after the grace period;
14. Support, monitor, and enforce teacher communication policies with student and parent, including but not limited to the monthly telephone call, no contact phone calls, oral components in course work;
15. Ensure new teachers participate in five follow-up conference calls with franchise mentor after completing the online teacher training course;
16. Ensure adjunct teachers are available to students an adequate amount of time to deliver instruction, no less than 16 hours per week, including some weekend time;
17. Support, monitor, and enforce teachers logging all student/parent/teacher communication in the Student Information Management System, VSA;
18. Utilize the academic integrity policies established by FLVS;
19. Complete the FLVS Virtual School Leadership Training;
20. Analyze progress report, phone call, completion data, and conduct classroom walk-throughs monthly and report to the FLVS Franchise Leader by specified due date;
21. Require and coordinate quarterly face to face meetings of district franchise employees with Franchise Manager and/or Franchise Mentor;
22. Deliver only FLVS developed courses in the franchise iteration of the LMS. Courses that are not available from FLVS may be requested for possible co-development projects;
23. Use the online course content in its entirety as the primary instructional content for students;
24. Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility;
25. Ensure teachers of Advanced Placement courses have completed College Board teacher training or are in the process of attaining it;
26. 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.
27. Participate in online training for course content;
28. Participate in online training for Student Information Management System, VSA;
29. Participate in training for the LMS, UCompass Educator;
30. Participate in mid-point and end-of-year evaluations with the year-end being done by an FLVS approved third party organization;
31. Participate in the Franchise Media Training provided by FLVS;
32. Participate in the Franchise Instructional Leadership Training provided by FLVS during summer months;
33. Employ a full time franchise leader whose primary duty is to supervise, monitor, and evaluate the franchise teachers and its program;
34. Implement teacher memorandum of agreement provided by FLVS as Appendix E;
35. Provide a calendar of regular, ongoing staff meetings for franchise teachers to FLVS so that representatives may attend;
36. Provide a minimum of 25% growth from the prior school year (active and complete enrollments);

- 37. Achieve an 80% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
- 38. Remove or reassign any teachers providing services pursuant to this license who FLVS identifies as failing to properly deliver the curriculum.

FLVS

Licensee  
Representative

Signature



Signature

Name

Julie Young

Name

Arthur C. Johnson, Ph.D

Title

President and CEO

Title

Superintendent

Date

5-23-07

Date

Signature

Name

William Graham

Title

Chairman

Date

**APPENDIX C**

**FLVS Virtual School Administrator  
END USER LICENSE AGREEMENT (EULA)**

1. End-User License EULA. This End-User License EULA Agreement ("EULA") is a legal agreement between you, the individual user ("User"), and Florida Virtual School (FLVS) for use of the Virtual School Administrator student information system software (the "Software"). The Software includes any and all materials, printed or electronic, furnished together with or in conjunction with the Software and shall include all modifications and versions thereof.
2. Acceptance of Terms and Conditions. Your use of the Software shall be deemed your acceptance to be bound by, and to abide by, all the terms and conditions of this EULA. If you do not fully agree with all the terms and conditions of this EULA, please refrain from accessing and using the Software or services associated with Virtual School Administrator.
3. Grant and Termination of License. Florida Virtual School hereby grants User a limited, non-assignable, non-exclusive license, on an "AS-IS, WHERE-IS" basis, with no right to sublicense. User acknowledges and agrees that consideration for this EULA has been provided in conjunction with User's execution of the FLVS EasyStart Hosting Solution contract to which this EULA is attached. Any use of the Software in violation of or not in strict compliance with such terms and conditions shall constitute the automatic termination of the license and the EULA and shall equally constitute a bar to User's access and use of the Software. In addition, Florida Virtual School may exercise any and all rights and remedies it may have. Upon such termination, User shall return or destroy any copies of the Software in its possession.
4. Intellectual Property Rights. The Software, any and all of its aspects, parts or components, or any combination or permutation of such aspects, parts and components, are the exclusive intellectual property of Florida Virtual School and are protected under intellectual property laws and treaties. Generally, User may not exercise any ownership rights over the Software, any and all of its aspects, parts or components, or any combination or permutation of such aspects, parts and components and may not exercise any rights over the same other than as specifically granted by this EULA. Specifically, User may not use in an unintended manner, copy, distribute, reverse engineer, decompile or disassemble the Software, any and all of its aspects, parts or components, or any combination or permutation of such aspects, parts and components. Users may not give access to third party individuals or organizations without express written permission granted by FLVS. All title and intellectual property rights in and to the content which may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants User no rights to use such content. All rights not expressly granted are reserved by Florida Virtual School.

5. Availability, Modifications and Reduction of Software Functionalities. User acknowledges and agrees that Florida Virtual School may, at its sole discretion, at any time User is in default of this EULA, without prior notice and without liability to any user or third party, limit, deny, create varying priorities or access to different users or different levels of service, update, modify or terminate, temporarily or permanently some or all of the functionality of the Software, the FLVS.net Web site, and the Florida Virtual School Services.
6. Use of the Software. User acknowledges and agrees that the license granted herein for the use of the Software is limited to the use and the purpose stated herein, that being virtual school student, teacher, and course information management . Thus, any instance of use that exceeds the rights granted herein, regardless of whether such use comprises the whole or only a part of User's usage of the Software, is absolutely prohibited, unless User procures a written specific license therefore from Florida Virtual School. In addition to the termination of the User's license, this EULA, and FLVS's other rights and remedies, User's non-authorized use shall make user liable to Florida Virtual School to subsequent assessment of service charges for such use. Additionally, User shall not use the Florida Virtual School Software, the FLVS.net Web site, and the Florida Virtual School Services for purposes contrary to law, customs and morals.
7. Disclosure of Risks by Florida Virtual School, and User's Assumption of Such Risks. The Florida Virtual School Software, the FLVS.net Web site and the Florida Virtual School Services are intended to facilitate Internet dissemination of third-party educational content. As with any Internet-based facility, there are inherent risks associated with its use and Florida Virtual School hereby disclaims any intimation, suggestion or representation to the contrary, to be a facility free of various security, privacy and reliability issues. Thus, in addition to well-known risks attendant in any Internet or Internet-related use, any use of the Software, the FLVS.net Web site and the Florida Virtual School Services for the transmission and reception of messages which contain confidential or any other content-sensitive matters or messages which if delayed or un-received may result in damage is inherently risky. The User therefore is advised not to use and is warned from using the Software, the FLVS.net Web site and the Florida Virtual School Services for such messages. If User uses the Florida Virtual School Software, the FLVS.net Web site and the Florida Virtual School Services for such messages, User expressly and exclusively assumes the risks therefore.
8. Limited Warranty. Florida Virtual School warrants that the Software will perform substantially as intended and that Florida Virtual School will make commercially reasonable efforts to solve any problem that may arise.
9. Disclaimer of Other Warranties. Florida Virtual School makes no and hereby specifically disclaims all other warranties, express or implied, including, without limitation, those of merchantability, non infringement and fitness for a particular purpose, with respect to the software, the flvs.net web site and the Florida Virtual School services.



10. LIMITATION OF LIABILITIES. to the maximum extent permitted by applicable law, Florida Virtual School will not be liable to any user or any third party for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) however classified or categorized, arising out of or related to the use or non-use, misuse, availability or reliance on the Florida Virtual School software, the flvs.net web site and the Florida Virtual School services notwithstanding the fact that Florida Virtual School shall have been informed or notified of the possibility of the instance of such damages. In any case, Florida Virtual School's entire liability under any provision of this eula shall be limited to the amount paid for license rights under this eula.
  
11. Choice of Law and Forum. This EULA and the use of the Software, the FLVS.net Web Site and the Florida Virtual School Services shall be governed by the laws of the State of Florida. User expressly agrees that any and all dispute relating to or arising out of this EULA and the use of the Florida Virtual School Software, the FLVS.net Web site and the Florida Virtual School Services shall be subject to the exclusive jurisdiction of the appropriate courts of the State of Florida located in Orange County, Florida. User hereby expressly consents to the exercise of personal jurisdiction by the courts of the State of Florida located in Orange County, Florida.

**APPENDIX D**  
**UCOMPASS.COM**

**END USER LICENSE (EULA)**

1. End-User License EULA. This End-User License EULA ("EULA") is a legal agreement between you, the individual user ("User"), and UCompass.com for use of the UCompass.com Educator™ Learning Management System Platform Software (the "Software"). The Software includes any and all materials, printed or electronic, furnished together with or in conjunction with the Software and shall include all modifications and versions thereof. Any reference made in this EULA to UCompass.com shall be deemed to include, its subsidiaries, successors, assignees, affiliates and any company that controls UCompass.com, directly or indirectly, and any other subsidiary of such controlling company.
2. Acceptance of Terms and Conditions. Your installation or use of the Software shall be deemed your acceptance to be bound by, and to abide by, all the terms and conditions of this EULA. If you do not fully agree with all the terms and conditions of this EULA, please refrain from installing or using the Software or accessing and using the services included in the UCompass.com Web Site ("UCompass.com Services").
3. Grant and Termination of License. UCompass.com hereby grants User a limited, non-assignable, non-exclusive license, on an "AS-IS, WHERE-IS" basis, with no right to sublicense, to use the Software to deliver educational content separately provided by FLVS in accordance with the terms and conditions of this EULA. User acknowledges and agrees that consideration for this EULA has been provided in conjunction with User's execution of the FLVS contract to which this EULA is attached. Any use of the Software in violation of or not in strict compliance with such terms and conditions shall constitute the automatic termination of the license and the EULA and shall equally constitute a bar to User's access and use of the Software. In addition, UCompass.com may exercise any and all rights and remedies it may have. Upon such termination, User shall return or destroy any copies of the Software in its possession.
4. Intellectual Property Rights. The Software, any and all of its aspects, parts or components, or any combination or permutation of such aspects, parts and components, are the exclusive intellectual property of UCompass.com and are protected under intellectual property laws and treaties. Generally, User may not exercise any ownership rights over the Software, any and all of its aspects, parts or components, or any combination or permutation of such aspects, parts and components and may not exercise any rights over the same other than as specifically granted by this EULA. Specifically, User may not use in an unintended manner, copy, distribute, reverse engineer, decompile or disassemble the Software, any and all of its aspects, parts or components, or any combination or permutation of such aspects, parts and components. All title and intellectual property rights in and to the content which may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants User no rights to use such content. All rights not expressly granted are reserved by UCompass.com.

5. Availability, Modifications and Reduction of Software Functionalities. User acknowledges and agrees that UCompass.com may, at its sole discretion, at any time User is in default of this EULA, without prior notice and without liability to any user or third party, limit, deny, create varying priorities or access to different users or different levels of service, update, modify or terminate, temporarily or permanently some or all of the functionality of the Software, the UCompass.com Web Site and the UCompass.com Services.
6. Use of the Software. User acknowledges and agrees that the license granted herein for the use of the Software is limited to the use and the purpose stated herein. Thus, any instance of use that exceeds the rights granted herein, including exceeding the number of licensed users, regardless of whether such use comprises the whole or only a part of User's usage of the Software, is absolutely prohibited, unless User procures a specific license therefore from UCompass.com. In addition to the termination of the User's license and this EULA and UCompass.com's other rights and remedies, User's non-authorized use shall make user liable to UCompass.com to subsequent assessment of service charges for such use. Additionally, User shall not use the UCompass.com Software, the UCompass.com Web Site and the UCompass.com Services for purposes contrary to law, customs and morals.
7. Disclosure of Risks by UCompass.com and User's Assumption of Such Risks. The UCompass.com Software, the UCompass.com Web Site and the UCompass.com Services are intended to facilitate internet dissemination of third-party educational content. As with any internet-based facility, there are inherent risks associated with its use and UCompass.com hereby disclaims any intimation, suggestion or representation to the contrary, to be a facility free of various security, privacy and reliability issues. Thus, in addition to well-known risks attendant in any internet or internet-related use, any use of the Software, the UCompass.com Web Site and the UCompass.com Services for the transmission and reception of messages which contain confidential or any other content-sensitive matters or messages which if delayed or un-received may result in damage is inherently risky. The User therefore is advised not to use and is warned from using the Software, the UCompass.com Web Site and the UCompass.com Services for such messages. If User uses the UCompass.com Software, the UCompass.com Web Site and the UCompass.com Services for such messages, User expressly and exclusively assumes the risks therefore.
8. Limited Warranty. UCompass.com warrants that the Software will perform substantially as intended and that UCompass.com will make commercially reasonable efforts to solve any problem that may arise.
9. Disclaimer of Other Warranties. UCompass.com makes no and hereby specifically disclaims all other warranties, express or implied, including, without limitation, those of merchantability, non infringement and fitness for a particular purpose, with respect to the software, the ucompass.com web site and the ucompass.com services.

10. LIMITATION OF LIABILITIES. To the maximum extent permitted by applicable law, ucompass.com will not be liable to any user or any third party for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) however classified or categorized, arising out of or related to the use or non-use, misuse, availability or reliance on the ucompass.com software, the ucompass.com web site and the ucompass.com services notwithstanding the fact that ucompass.com shall have been informed or notified of the possibility of the instance of such damages. in any case, ucompass.com's entire liability under any provision of this eula shall be limited to the amount paid for license rights under this eula.
  
11. Choice of Law and Forum. This EULA and the use of the Software, the UCompass.com Web Site and the UCompass.com Services shall be governed by the laws of the State of Florida. User expressly agrees that any and all dispute relating to or arising out of this EULA and the use of the UCompass.com Software, the UCompass.com Web Site and the UCompass.com Services shall be subject to the exclusive jurisdiction of the appropriate courts of the State of Florida located in Leon County, Florida. User hereby expressly consents to the exercise of personal jurisdiction by the courts of the State of Florida located in Leon County, Florida.

**APPENDIX E**

As a Franchise Instructor, I understand and agree to the FLVS Franchise Teaching Policies as outlined below.

**FLVS Principles and Beliefs:**

As at FLVS, franchise staff members are expected to follow the FLVS Principles and Beliefs.

**FLVS Principles:**

- The student is the driving force behind every decision we make.
- We never lose sight of the student and the individuals who support our students.
- We are an educational organization that maximizes learning in a non-traditional environment through the use of technology.
- Our primary measures of success are customer loyalty and student achievement.
- We operate as a visionary, entrepreneurial organization with minimal bureaucracy.
- Integrity and trust are at the heart of the organization.
- We plan ahead for the future rather than becoming comfortable with the present.
- Outstanding individuals make up an outstanding team; teamwork is at the root of our success.
- FLVS is an organization devoted to providing an empowering environment for educators to balance their personal and professional lives, while optimizing their professional growth.

**FLVS Core Beliefs:**

- that learning occurs through the development and delivery of dynamic, engaging, and transdisciplinary curricula;
- that students learn best through actively participating and applying knowledge to relevant situations and issues;
- that students learn best when they, their instructors, family, peers, and community members interact as facilitators of learning and share responsibility for student success;
- that instruction should accommodate students' varied learning styles and intelligence types to assist and encourage the path and pace by which they learn best;
- that students must be provided with appropriate support services that link academic, personal, social, and career goals;
- that assessment should measure student knowledge, guide student development, and allow meaningful evaluation of the processes as well as the products of education.

Florida Virtual School and its franchises provide innovative educational opportunities, breaking the mold of traditional education. Educators involved in creating this "out of the box" learning environment exhibit extraordinary dedication to the success of students. Because of the uniqueness of our school and work environment, Florida Virtual School and its franchises do not follow all of the traditional educational norms and practices. Our virtual learning environment requires staff to change the way they do what they have always done. No bells ring; instead students choose the time convenient for them to "attend class." This necessitates that our staff be available to meet the unique scheduling needs of our students, many of whom will be working in their courses during non-traditional hours. Staff members support our students and parents by fulfilling many roles such as being motivators, mentors, and facilitators, all in the effort to ensure student learning and success. Only with the dedicated efforts of all staff will Florida Virtual School and its franchises reach the goal of providing the highest quality learning environment to students. To serve our virtual students effectively, the staff must affirm the *FLVS Beliefs*. To develop the highest quality virtual learning environment that the 21st century students deserve and need, we, as a staff, must share the FLVS vision and embrace the FLVS philosophy and expectations.

### **FLVS Franchise Teaching Policies**

Communication and interaction is at the heart of our success. Research continues to show that student-teacher interaction is the key to a successful educational experience. Frequent student-teacher communication in the virtual learning environment requires commitment above and beyond the traditional work day by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows overwhelming need and appreciation for the frequent communication that is occurring between staff and students. Voice to voice communication and email are considered essential and are expected on a regular basis. Instructional Support personnel are required to alert their immediate supervisor of their availability on days in which they will be traveling or away from their regular work location.

### **General Communications Expectations**

- All email and voicemail communication should be responded to within 24 hours during the work week. Weekend communication should be handled with the highest integrity and professional judgement.
- All instructional staff (full-time and adjuncts) are expected to have a publishable business telephone line. This phone must be answered in a professional manner ("This is Tracy Teacher speaking, how may I help you?") at all times, either in person or by an answering device ("Hi, you've reached Tracy Teacher of Florida Virtual School. I cannot take your call right now, but please leave your name, number and message, and I will return your call within 2 hours.") Your home phone line may not be used as your business line unless you can guarantee that it is answered as above.
- All instructional staff (full-time and adjuncts) are expected to have access to a fax machine or efax account that allows retrieval of faxes on a daily basis.
- All staff are expected to be immediately available to students, parents, and/or colleagues either by pager, cell phone, or telephone until a minimum of 8:00pm on the days that respective staff member has identified as a work day. As a means for providing good customer service to our students and parents, instructional staff should alert students to their weekly schedule and check their voicemail and email at least once on "off-days" just to confirm that no emergencies exist. Arranging for a colleague to check is acceptable.
- Teachers are expected to talk personally with each student once a month and the student's parent/guardian once a month.
- Teachers are expected to update course announcement pages frequently.
- If there is a problem with a student at a school, the school guidance counselor should be contacted.
- If a student is not performing, the teacher is expected to follow the communication procedures in our "no contact" policy.

### **Student Drop Policy**

Only through continuous communication can students be successful in an online course. Within each course the instructor outlines the weekly minimum work requirements. It is essential that the student and instructor maintain regular contact.

All students are required to sign the following statement upon registration:

I acknowledge that during the first **28 days** of being activated into my FLVS course I may drop the course without penalty. I understand that for each online course there are a minimum number of assignments that must be completed each week. Failure to submit the minimum

number of assignments on a weekly basis will result in my removal from the course and may result in a failing grade being assigned to my academic transcript. If I drop the course after completing 50% of the class requirements and fail to take the final exam, Florida Virtual School may issue an "F" for my final grade.

To ensure that our students are aware of this commitment, the processes below will be followed.

During the grace period, if you notice that a student is not progressing as they should, there are few things you must do prior to removing the student from the course.

1. Contact the student by phone to alert them that they are not making appropriate progress and explain the consequences if such behavior continues once the grace period expires.
2. Contact the parent about the concerns.
3. Log the contacts in VSA.
4. Withdraw the student through VSA. This is accomplished by filtering to the "Contact View", and selecting "Change Status" in the "Contact Action" column. This will take you to the "Change Status Request" form, select "Withdrawal" from the drop-down, indicate reason in box provided, and click "Submit".

If the teacher initiates dropping students **after the grace period has expired**, a No Contact Letter and a No Contact Phone Call must, at minimum, be processed. The following steps should be taken in sequence:

1. If the student does not submit the expected number of assignment(s) within a period of seven (7) consecutive days, the student and parent(s) will receive a No-Contact letter notifying them of the student's unacceptable pace for submitting assignments. The No-Contact letter is posted in VSA to the student, guardian, and school counselor upon being triggered by the instructor.
2. If the student does not respond to the letter by submitting assignments within seven (7) days, the instructor(s) will make a telephone call to the student and parent(s).
3. If the student does not respond by submitting assignments within fourteen (14) days of the initial letter, you may assume that the student does not intend to remain in the course, and the student may be administratively dropped from the course.

**Important Note:** Students who have completed at least 50% of a semester course and decide to withdraw from the course, should be completed with a final grade of "F". Before a .5 credit can be earned in any course, the student must take and pass the semester final.

#### Email Policy

1. Check email frequently; at least twice per day. If you are going to be away from email for more than 1 day, use the "out of office" feature to alert people of your availability.
2. Archive all student communication via email for the current semester or year you are working with your student.
3. Create a system for storing email that would be logical to anyone. By student name is suggested.

4. Spell check all emails before sending.
5. Do not use email to address difficult or controversial issues with students or parents. This includes concerns over the tone of student's communication with you or with other students, concerns about the authenticity of student work, etc. Use the telephone. If you are unable to reach a parent and/or student by phone, it is certainly acceptable to send them an email but try to refrain from using email as the forum for airing your concerns. Use email to alert them to the fact that you desire to speak to them via the telephone and identify some times in which you will be available should they desire to contact you.

### **Telephone/Voicemail Policy**

1. Instructors are expected to check voicemail with the first check occurring no later than 9:00am. Full time staff is expected to check voicemail three times per day. Adjunct staff is expected to check voicemail once in the morning and once near the end of the workday.
2. Teachers are required to enter all telephone calls to students and parents into VSA. These logs are reviewed periodically by FLVS Administration and are used for school accountability reporting.

### **Welcome Phone Call Policy**

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors.

### **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, only the acknowledgment of receipt of assignments or questions. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded in a timely manner and with a period of time that does not prevent the student from progressing through the course.
2. The Florida Virtual School uses the state adopted grading scale.

Per Florida statute: 232.2463 High School Grading System:

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

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

Grade C equals 70% through 79%...

Grade D equals 60% through 69%...

Grade F equals zero through 59%...

### **Policy for 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. The following procedures will apply to alternate forms of student work:

1. 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 Educator.



2. Any change in how an assignment, an assessment, a module exam and/or final exam is designed, delivered, altered or modified must have the approval of your Curriculum Specialist and your Instructional Leader.
3. Keep digital documentation of any student work received by mail or fax. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in Educator.

**Progress Report Policy**

Progress reports are created and sent via email to students and parents by the 15th of every month. If the 15th of the month falls on a weekend, reports will be sent on the previous Friday. As always, you are more than welcome to send your reports out early. If you are going to send them earlier than the 15th, please be sure that you are communicating with your students.

As a franchise teacher, I have read and agree to abide by all FLVS Franchise Policies.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Franchise Leader

\_\_\_\_\_  
Date

Please submit this form to Program Assistant Karen Morrison by fax at 1-888-321-8673 within 10 business days of teacher employment with your franchise school.