



Memorandum of Agreement with Florida Non-Public Schools 2009-2010

Florida Virtual School (FLVS) is an online school serving residents in grades 6-12 throughout the state of Florida. FLVS provides instruction to students enrolled in public schools, non-public schools and home educated students. A non-public school interested in having FLVS provide any courses to their students is required to sign a Memorandum of Agreement and must be registered with the Florida Department of Education. This agreement gives the specific guidelines necessary for participation with FLVS. The agreement assures that all parties are aware of their roles in assisting students to succeed when taking online courses from FLVS.

This agreement for non-public schools must be signed by the school administrator, director, principal, headmaster, president, or such other person with the authority for executing such agreements of the school.

This agreement will be effective until June 30, 2010. Please return the signed agreement prior to your students registering for classes. Please do not delay. **Students who register after June 30, 2009, will not be processed until the affiliation agreement has been received.**

Completed Memorandum of Agreement can be faxed or mailed to:

Florida Virtual School
2145 Metro Center Blvd., Suite 200
Orlando, FL 32835
Fax (866) 250-4384
Telephone (407) 513-3587 ext. 3395

We suggest that you share the following additional information with the appropriate people within your school district. **It can be found on the Affiliating with Florida Virtual page at the FLVS website link:**
http://www.flvs.net/educators/affiliating_with_flvs.php

- Hardware and Software Requirements
- Course List and Descriptions
- Course Tours
- Advising Students about Online Courses
- Registration Steps and Tips
- Tracking your Students at FLVS
- e-Learning Center Facilitator Training
- Residency Requirements

We look forward to working with you during the upcoming year.

(Non-Public School)

(County/District)

Florida Virtual School, in partnership with school districts, makes instruction available at any time and in any place to Florida students. The following conditions are agreed to:

Florida Virtual School will;

1. Provide access to curriculum, instruction, and materials for students enrolled in our courses. FLVS teachers, who are Florida certified and working within field, interact continually with students and provide monthly progress reports for your review.
2. Provide online training to your facilitators when FLVS students are taking classes from your school campus. (Contact info@flvs.net for additional information).
3. Provide training and awareness programs about Florida Virtual School to meet the needs of the non- public school boards, administration and school communities.
4. Award final course grade for successful completion of each. 5 credit by the student.
5. Enforce the withdrawal policy for students enrolled in FLVS courses as stated in the FLVS Student Progression Plan. (Contact info@flvs.net for additional information).
6. Provide the non-public school with information regarding FLVS accreditation and NCAA Eligibility as described in Appendix A of this document.

The Non-Public School will;

1. Provide FLVS as an educational option as stipulated by the Florida K-20 Education Code (s. 1002.20). (6) EDUCATIONAL CHOICE.—(a)Public School Choices.—*Parents of public school students may seek whatever public school choice options that are applicable to their students and are available to students in their school districts. These options may include controlled open enrollment, lab schools, non-public schools, charter technical career centers, magnet schools, alternative schools, special programs, advanced placement, dual enrollment, International Baccalaureate, early admissions, credit by examination or demonstration of competency, the New World School of the Arts, the Florida School for the Deaf and the Blind, and the **Florida Virtual School.***
Non-public schools must be registered with FDOE and will not deny student access to online courses at FLVS as such is a violation of the law.
2. Agree to regular site visits initiated by FLVS staff. A violation of this provision will be grounds for immediate termination of this agreement, and/or immediate removal of students from courses.
3. Assume responsibility for students taking FLVS Advanced Placement courses with regard to ordering, paying for, and administering Advanced Placement exams in accordance with The College Board guidelines. Florida Virtual School will reimburse the non-public school the cost of ordering the exams for all students who took their AP® course with FLVS. Upon request, the non-public school will provide FLVS with the student's score on the AP® exam. Florida Virtual School requires each of its AP students to take an AP exam to earn credit for the course. Students are required to submit an AP Exam Verification Form signed by an exam proctor indicating they have participated in the AP exam.
4. Verify that the selected courses are appropriate based on the academic history, age, and grade level of each student.
5. Accept final course grade as determined by FLVS and enter credit for successful student completion of FLVS courses.
6. Support academic integrity of all FLVS courses by assisting instructors who may choose to facilitate random oral assessments and/or face to face exams. If an instructor confirms that a student has plagiarized or been dishonest with FLVS course work in any manner, the student will be subject to disciplinary consequences determined by FLVS administration and may be removed from the course with a failing grade.
7. Retain responsibility for ESE and ESOL services required by part-time students enrolled in Florida Virtual School and update and/or revise Individual Educational Plans if required.
8. Create and maintain FLVS online accounts for administrators, school counselors, and e-Learning Center Facilitators.

9. School hereby agrees and certifies that any student enrolled in their school who is on McKay or Corporate Tax Credit (CTC) scholarship will take no more than two courses with FLVS each school year. A violation of this provision will be grounds for immediate termination of this agreement, and/or immediate removal of the students from the course.
10. Ensure that all students taking courses with FLVS are Florida residents. (Students outside the state may work with FLVS's tuition partner; contact info@flvs.net for more information.) A violation of this provision will be grounds for immediate termination of this agreement, and/or immediate removal of the student(s) from the course(s).

The School Administrator will;

- a. Complete and return this agreement to FLVS;
- b. Distribute all pertinent FLVS literature sent to the school;
- c. Provide a contact for students and parents involved in or interested in becoming involved in Florida Virtual School;
- d. Provide additional information to FLVS as needed about FLVS to students;
- e. Provide FLVS personnel the opportunity to presents to parents, students, and school staff;
- f. Assist in the coordination of training sessions for your on-site facilitators

1. To the extent permitted by law, indemnify and hold harmless FLVS, its offices and employees against any and all claims, suits, attorney fees and costs arising from this agreement or the delivery of services pursuant thereto.
2. Each party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting for said negligence. Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. Nothing herein shall be construed by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract;
3. Venue for any course of action arising hereunder shall lie in Orange County, Florida.
4. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, age, religion, color, gender, national origin, marital status, or disability.
5. Each person signing the Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of either party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Miscellaneous

No title to or ownership of any portion of the FLVS course, or to any proprietary or intellectual property rights related therein, is transferred by virtue of this Agreement. The FLVS course shall remain FLVS's sole and exclusive property. Printed copies of FLVS course assessments may not be made without express consent of FLVS administration.

FLVS reserves the right to terminate this agreement immediately if there is a violation of the agreement or if the school or program violates any Federal, State, or NCAA law, rule, or regulation.



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2009-2010 Agreement

Students in (non-public school) _____ will be eligible to enroll in FLVS courses based on school counselor/administrator review of appropriate academic placement, state residency, and state School Choice law. Students must be legal residents of the state of Florida; out of state students residing in boarding schools in the state of Florida must have full power of attorney granted to school authorities to be considered a Florida resident.

This agreement is entered into this _____ day of _____ 2009, between Florida Virtual School (FLVS) and (non-public school) _____, for the purpose of providing instruction to students through the resources of Florida Virtual School during the 2009-2010 school year.

This agreement will remain in effect upon signing until June 30, 2010.

Please print the following information so that we may best serve you.

(School Administrator)

(Email Address)

Mailing Address)

(City, State, Zip code)

(Telephone Number)

(Fax Number)

(FL DOE School Code)

Is this your first time affiliating with Florida Virtual School? Yes No

Do you serve DJJ students/adjudicated youth? Yes No

Do you serve as a boarding school? Yes No

Do you serve students with residency in another state? Yes No

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

Julie E. Young, President/CEO

Director of Non-Public School

Date: _____

Date: _____

Florida Virtual School
2145 Metro Center Blvd., Suite 200
Orlando FL, 32835

Appendix A

Florida Virtual School - Information for Schools

The following information should be provided to the appropriate school personnel.

ACCREDITATION

Florida Virtual School is accredited through the Southern Association of Colleges and Schools (SACS) and the Commission of International and Trans-Regional Accreditation (CITA).

SCHOOL CHOICE – STUDENT AND PARENTS RIGHTS

Florida statute (s. 1002.20)
(6) EDUCATIONAL CHOICE.--

(a) Public school choices.--Parents of public school students may seek whatever public school choice options that are applicable to their students and are available to students in their school districts. These options may include controlled open enrollment, lab schools, non-public schools, non-public technical career centers, magnet schools, alternative schools, special programs, advanced placement, dual enrollment, International Baccalaureate, early admissions, credit by examination or demonstration of competency, the New World School of the Arts, the Florida School for the Deaf and the Blind, and the **Florida Virtual School**.

NCAA ELIGIBILITY

The NCAA has approved all core courses for use in establishing the initial eligibility certification status of student athletes from Florida Virtual School. To ensure that NCAA eligibility for student athletes is not compromised, the school must enter credit for course completion onto the student's official transcript. Athletic eligibility is the sole responsibility of the student and his/her school of record who must abide by NCAA regulations.