



Florida Virtual School Private School Agreement 2021-2022

Florida Virtual School (FLVS) is an online school serving students in K to 12 residing throughout the state of Florida. FLVS provides instruction to students enrolled in public schools, private schools and home education students. A private 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 private school must be electronically signed by the school principal or headmaster, who has the authority for executing such Agreements for the school.

This Agreement **shall continue in effect** unless either side provides **ninety (90) days written notice** by certified mail, of its desire to terminate the Agreement on a specified date after the ninety (90) days' notice. FLVS hereby issues this Memorandum of Agreement pursuant to the terms and conditions contained herein and contained in the Appendix A and Appendix B, which is attached hereto and incorporated herein. This Memorandum of Agreement shall include the following documents which are attached hereto and incorporated herein by reference: (1) FLVS Memorandum of Agreement Florida Private Schools; 2) Appendix A Information for Schools; and 3) Appendix B Florida Services Additional Terms.

Please complete the online Agreement prior to your students registering for classes.

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:** <https://www.flvs.net/districts/private-schools>

- Hardware and Software Requirements
- Course List and Descriptions
- Course Tours
- Progress Monitoring at FLVS
- School Facilitator Training
- FLVS Policies and Residency Requirement



(Private School)

(County)

Florida Virtual School 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 support@flvs.net for additional information).
3. Provide training and awareness programs about Florida Virtual School to meet the needs of private school boards, administration and school communities.
4. Award and record on the student grade report the final course grade as determined by FLVS for 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 private school with information regarding FLVS accreditation and NCAA Eligibility with the FLVS as described in Appendix A of this document.

The Private School will:

1. Provide FLVS as an educational option.
2. Be registered with the FDOE.
3. Upon reasonable prior notice, agree to site visits initiated by FLVS staff. A violation of this provision will be grounds for termination of this Agreement, and/or removal of students from courses.
4. Assume responsibility for students taking FLVS Advanced Placement courses with regard to ordering and administering Advanced Placement exams in accordance with The College Board guidelines. Florida Virtual School will reimburse the private school for the cost of ordering the exams for all students who took the AP[®] course with FLVS and completed at least one full semester. FLVS strongly encourages students who take AP courses to sit for the course AP Exam in May. Students are not required to take the Advanced Placement exam prior to receiving credit for the course; they may receive half credit at the end of each semester. The private school is responsible for administering the exam or locating a testing site for their students.
5. End End-of-Course (EOC) Assessments: Private school students taking an EOC course with Florida Virtual School may take EOC assessments if the student has a personal interest in receiving an EOC score and the student resides in a district that allows private school students to participate in statewide testing at the district's public schools. These students should work with their private school principal or school counselor to contact the district's assessment office to register for the EOC assessment. This should be done at least six weeks prior to the first day of the upcoming EOC assessment window. (These dates can be found on the Florida Department of Education's website at <http://www.fldoe.org/accountability/assessments/k-12-student-assessment/assessment-schedules.shtml>.)



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Students must complete a computer-based practice test prior to sitting for the EOC assessment. For students who will participate in the Algebra 1 or Geometry FSA EOC assessments, the practice test can be found at <https://fsassessments.org/students-and-families/practice-tests/>. For students who will participate in the Biology 1, Civics, or U.S. History NGSSS EOC assessments, the practice test can be found at <http://download.pearsonaccessnext.com/fl/fl-practicetest.html?links=true>. Scores will be provided directly to the private school by the district's assessment office. No later than eight (8) weeks from the last date of each EOC assessment window, private schools will provide EOC assessment scores to FLVS in a spreadsheet that includes: student first and last name, Florida Education Identifier number (FLE ID), date of birth, and EOC scale score.

Florida Tax Credit (FTC) Scholarship, Gardiner Scholarship, Hope Scholarship –

- Private schools with at least one student in the FTC Scholarship Program, the Gardiner Scholarship Program, or the Hope Scholarship Program may apply to administer statewide assessments. For those private schools approved by FDOE to administer assessments, the private school will work with their district's assessment office for all testing-related activities.
 - Students enrolled in these scholarship programs may take statewide assessments, if requested by their parent, at their local public school regardless of their district's policy on testing private school students.
 - Students must complete a computer-based practice test prior to sitting for the assessment. For students who will participate in statewide assessments, practice tests are mandatory and available at <https://fsassessments.org/students-and-families/practice-tests/>.
 - Scores will be provided directly to the private school by the district's assessment office. No later than eight (8) weeks from the date of each assessment window, private schools will provide assessment scores to FLVS in a spreadsheet that includes: student first and last name, Florida Education Identifier number (FLEID), date of birth, and scale score.
6. Verify that the selected courses are appropriate based on the academic history, age, grade level of each student and completion of pre-requisites (as applicable).
 7. Allow and encourage students to complete FLVS course(s) according to the FLVS timeline, even when that is after the end of the traditional school year.
 8. Accept final course grade as issued on the FLVS official grade report and record such grade in student's transcript.
 9. Comply with FLVS Academic Integrity policies and punitive consequence which can be reviewed at <https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6>
 10. Facilitate required services for ESE and ESOL students to be successful in the FLVS course(s). Retain responsibility for ESE and ESOL services required by students enrolled in Florida Virtual School and update and/or revise Individual Educational Plans if required.
 11. Provide any prior test scores, upon request, that would enable FLVS to better personalize instruction.
 12. Assist FLVS in creating and maintaining online accounts for administrators, school counselors, and facilitators in a Virtual Learning Community (VLC).
 13. School hereby agrees and certifies that any student enrolled in their school who is a McKay, Florida Tax Credit (FTC), Gardiner, Family Empowerment or any other eligible statewide educational scholarship recipient will comply with the DOE terms surrounding acceptance distribution of these funds. Some statewide scholarships may require that payment is made directly to FLVS. The private school will identify scholarship students at the time of registration and make arrangement for payments if applicable.
 14. Require that all students taking courses with FLVS meet all eligibility requirements defined in Florida



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statute to receive Florida public education. Proof of residency must be supplied to FLVS. In order to serve boarding school students whose families reside outside of Florida, the boarding school needs to provide documentation, to FLVS from the parents/legal guardians that indicates the care of the student has been turned over to the school.

FLVS is unable to serve foreign exchange students. (Students with residency outside the state/country 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).

15. Comply with Website Graphic Use Guidelines:
 - a. Graphic cannot be resized
 - b. Graphic must be set at least 24 pixels from other graphics and images on the webpage
 - c. Graphic must retain original color and opacity.
16. The principal or Headmaster will:
 - a. Complete and return this agreement to FLVS.
 - b. Provide additional information to FLVS as needed about students taking FLVS courses.
 - c. Assist in the coordination of training sessions for your on-site facilitators if an official FLVS lab is unutilized.
17. To the extent permitted by law, indemnify and hold harmless FLVS, its officers and employees against any and all claims, suits, attorney fees and costs arising from this agreement or the delivery of services pursuant thereto.
18. Venue for any course of action arising hereunder shall lie in Orange County, Florida.
19. 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 right 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 is a public school and therefore cannot assign students to FLVS Instructors based on race, age, religion, color, gender, national origin, marital status, or disability.

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.

Memorandum of Agreement

Students in (private school) _____ will be eligible to enroll in FLVS courses based on school counselor/administrator review of appropriate academic placement and residence in the state in Florida.

This Agreement is entered into this day _____, between Florida Virtual School (FLVS) and (Private School) _____, for the purpose of providing instruction to students through the resources of Florida Virtual School. This Agreement **shall continue in effect** unless either side provides **ninety (90) days written notice** by certified mail, of its desire to terminate the agreement on a specified date after the ninety (90) days’ notice.



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

(School Administrator) _____

(Email Address) _____

(Physical Address) _____

(City, State, Zip Code) _____

(Telephone Number) _____

(Fax Number) _____

(Four Digit FL DOE School Code) _____

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

*FLVS will serve Boarding School students who are residing in the state of Florida while working in the course and are under guardianship of the boarding school. Documentation of guardianship must be provided to FLVS.

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

Name and Title: Louis J. Algaze, Ph.D.
(President and CEO)

Name and Title:
(Director of Non-Public School)

Date: _____

Date: _____

Florida Virtual School
2145 Metrocenter Boulevard, Suite 100
Orlando, Florida 32835



Virtual Learning Community (Optional Services)

A. PURPOSE:

The purpose of this section of the MOA is to form a relationship between the School and FLVS with the intent to ensure innovative learning solutions for all students within the optional Virtual Learning Community (VLC). A Virtual Learning Community (VLC) is a school LAB whereby two (2) or more students are working on the FLVS course(s), taught by an FLVS Instructor, in a learning location within a school with a dedicated facilitator. FLVS's goal is to provide the necessary teachers for each Virtual Learning Community (VLC) commencing on the School's preferred start date. To accommodate your preferred start date and hire the necessary teachers, the School principal is required to sign this section of MOA no later than 7 days after document is received so that both parties are in agreement of this commitment.

B. Notice in Advance of Start Date: To accommodate your preferred start date and to hire the appropriate number of teachers, the following guidelines are in order:

1. VLCs with 2-29 students will require a minimum of 10 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the VLC.
2. VLCS with 30-149 students will require 30 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the VLC.
3. VLCs with 150 plus students will require 60 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred state date for the VLC.

C. FLVS is responsible for:

1. Training for the VLC school facilitator, including an emphasis on Blended Learning support strategies.
2. Training for the School Guidance Counselor(s).
3. Training for the school administration.
4. A registration process specifically designed for VLC students.
5. Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
6. Highly-qualified state-certified instructors.
7. Direct instruction using synchronous teaching methods.
8. Providing ongoing evaluation and support of all members of the Virtual Learning Community.
9. Providing progress monitoring tools at student and school level.

D. School is responsible for providing:

1. Accurate request for reservation to secure courses.



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2. Accurate list of students and academically appropriate courses along with other required information on the FLVS approved spreadsheet by benchmark dates as stated above.
3. Dedicated Virtual Learning Community (VLC) facilitator to monitor students – does not have to be a certified Instructor.
4. Student computer access (4-6 hours each week per course) and other minimum technology required as listed on the FLVS website, (<https://www.flvs.net/student-resources/system-requirements>).
5. Two-way long-distance communication access for FLVS instructor-student phone calls.
6. Access to stakeholders involved in the success of the VLC for training and communications from FLVS.
7. Parental notification of student's participation in the Virtual Learning Community.

- E. SCHOLARSHIP BILLING. As outlined by the Florida Department of Education (FLDOE), some scholarship recipients utilizing Florida Virtual School as an educational opportunity will be considered a private-pay student. Please visit <http://www.fldoe.org/schools/school-choice/k-12-scholarship-programs/sfo/> for more information.

Price:

\$267 per half-credit enrollment

\$534 per full-credit course

Enrollments are considered billable upon 30 days of being active or completing 20 percent or more of the segment in any status (i.e., classroom assigned, withdrawn, contact instructor).

Refund Policy

Following placement and activation in a course, the student has a 14-day grace period during which he or she may withdraw from the course and receive a full refund. If the student completes 20% in the active segment No Refund will be issued for that segment. The refund will be issued to the entity or individual from whom the payment was received for the enrollment.

- F. FAILURE TO COMPLY WITH THE TERMS OF THIS SECTION OF THE MOA MAY RESULT IN ONE OR MORE OF THE CONSEQUENCES BELOW:
1. Delay start date.
 2. Future lab request(s) may be denied.
- G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:
1. ACADEMIC INTEGRITY IN THE VLC. Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

Instructors will:

- a. Act as a resource for student questions.
- b. Submit various assignments into the **Turnitin.com** database.
- c. Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel.
- d. Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- e. Convey incidents and consequences to the student and facilitator.



Facilitators will:

- a. Provide supervision through close proximity while circulating the lab.
- b. Encourage students to seek support from FLVS Instructors.
- c. Encourage students to seek support from the Facilitator.
- d. Discourage inappropriate collaboration of students.
- e. Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework.
- f. Require that students protect their password information and coursework.
- g. Protect students; names, passwords, and other private information.
- h. Adjust seating arrangements to help promote students' integrity.
- i. Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

- H. MODIFICATION: Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
- I. PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. MAIN POINT OF CONTACTS: Contact your District Relations Manager (<https://flvs.net/florida-school-solutions/contacts>) with questions concerning this optional VLC Agreement. The main point of contact for this instrument is:

School Authorized Official:

X _____
Signing here acknowledges optional lab participation.

- K. COMPLIANCE: The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
- L. COMMENCEMENT/EXPIRATION DATE: This optional VLC Agreement is executed as of the date of last signature and is effective through June 30, 2022 at which time it will expire unless extended.
- M. LIABILITIES: It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.
- N. PUBLIC RECORDS
Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by



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law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL CustodianofRecords@flvs.net , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

- O. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



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 North Central Association Commission on Accreditation and School Improvement (NCA CASI), Northwest Accreditation Commission (NWAC), and the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACSCASI).

NCAA ELIGIBILITY

The NCAA has approved all core courses taken with The Florida Virtual School 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. Customer understands that non-FLVS courses offered by the district are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.



Appendix B

Florida Services Additional Terms

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

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

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

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

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

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

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

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

Customer agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or

incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, “Intellectual Property Rights”) shall remain with FLVS.

3. INDEMNIFICATION. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless FLVS and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses (including court costs and attorney’s fees), including third party claims, that arise out of or in connection with (i) any breach or default by Customer in the performance of any of its obligations under the Agreement; (ii) any act, omission, or negligence of Customer or any officer, agent, employee, or contractor of Customer; (iii) Customer’s failure to comply with laws, rules, and regulations related to or arising from the Agreement; or (iv) any data or security breach (collectively “Claims”) except to the extent that such Claims arise out of actions or omissions of FLVS. Upon written request by FLVS, Customer shall defend FLVS (if requested by FLVS, in the name of FLVS) by attorneys and other professionals reasonably approved by FLVS. Customer understands that this obligation of indemnification and duty to defend survives the expiration or termination of the Agreement and is not limited in any respect by insurance coverage or limitation of liability.

4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

4.1 Limited Warranty. FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS’ reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the

requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable “work-around” solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer’s license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer’s then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

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

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

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

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

5.1 National Collegiate Athletic Association (“NCAA”). The NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully-accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at <https://web3.ncaa.org/hsportal/exec/hsAction?hsActionSubmit=search>

HighSchool. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students’ official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

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

6. COMPLIANCE WITH LAWS

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

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

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

6.4 Accommodations. Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer’s responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-



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

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

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

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

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

cooperate with the other regarding the statutory notification requirements.

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

7. Sovereign Immunity. FLVS intends to avail itself of the benefits of §768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of the Agreement shall be construed as a waiver of FLVS' right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on FLVS' potential liability under state or federal law. Customer agrees that FLVS shall not be liable under the Agreement for punitive damages or interest for the period before judgment. Further, FLVS shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in the Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of the Agreement.

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