



## Memorandum of Agreement Florida Private Schools 2018-2019

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. The services provided hereunder do not require any payment of monies by either party to the other.

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. 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



# Memorandum of Agreement Florida Private Schools 2018-2019

---

**(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](mailto: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](mailto: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.
5. End of course (EOC) Assessments: In accordance with Florida Statute 1008, private school students taking an EOC course with Florida Virtual School may take the EOC Assessment (as long as allowed in their district of residence per the district assessment office) based on two different scenarios:
  - a. At their discretion, these students should work with their private school Principal or School Counselor to contact their zoned 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 website – [www.fldoe.org](http://www.fldoe.org). Students must complete the ePAT prior to testing –



## Memorandum of Agreement Florida Private Schools 2018-2019

- [www.FLAssessments.com/ePAT](http://www.FLAssessments.com/ePAT). Scores will be provided by the zoned district office directly to the private school. 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 to include: full student name, date of birth and complete EOC score.
- b. Florida Tax Credit Scholarship Program Participant – If the private school participates in the Florida Tax Credit Scholarship Program and has applied to and been selected by the Florida DOE to administer the EOC Assessment the private school will work with their zoned district’s assessment office for all testing-relating activities. Students must complete the ePAT prior to testing – [www.FLAssessments.com/ePAT](http://www.FLAssessments.com/ePAT). Scores will be provided, by the zoned district office, directly to the private school. No later than eight (8) weeks from the date of each EOC Assessment window, private schools will provide EOC Assessment scores to FLVS in a spreadsheet to include: full student name, date of birth and complete EOC 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), PLSA, or any other eligible statewide educational scholarship recipient will comply with the DOE terms surrounding acceptance distribution of these funds.
  14. Require that all students taking courses with FLVS meet all eligibility requirements defined in Florida statute to receive Florida public education. 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. Documentation should be sent to [Registrar@flvs.net](mailto:Registrar@flvs.net).  
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](mailto: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.



# Memorandum of Agreement Florida Private Schools 2018-2019

- 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.
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 school 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.

### 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) \_\_\_\_\_

(FL DOE School Code) \_\_\_\_\_



**Memorandum of Agreement  
Florida Private Schools 2018-2019**

\_\_\_\_\_  
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.

Will the school administrator above be the one verifying course enrollments? If the answer is no please complete the following information to request guidance counselor credentials

Name \_\_\_\_\_

Email address \_\_\_\_\_

Phone \_\_\_\_\_

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

\_\_\_\_\_  
**Name and Title**

**Date:** \_\_\_\_\_

**Florida Virtual School  
2145 Metro Center Boulevard, Suite 100  
Orlando, Florida 32835**

\_\_\_\_\_  
**Director of Non-Public School**

**Date:** \_\_\_\_\_



## Memorandum of Agreement Florida Private Schools 2018-2019

### 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.



## Memorandum of Agreement Florida Private Schools 2018-2019

2. Accurate list of students and academically appropriate courses 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. Parent's notification of student's participation in the Virtual Learning Community.
- E. 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.
- F. 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.



**Memorandum of Agreement  
Florida Private Schools 2018-2019**

- G. 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.
- H. 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.
- I. MAIN POINT OF CONTACTS: Contact your District Relations Manager (DRM) with questions concerning this optional VLC Agreement. The main point of contacts for this instrument are:

<b>School or District</b>	<b>FLVS</b>
<u>Authorized Official:</u>	<u>Authorized Official:</u>
X	x

\_\_\_\_\_  
Signing here acknowledges desired LAB participation.

- J. COMPLIANCE: The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
- K. COMMENCEMENT/EXPIRATION DATE: This optional VLC Agreement is executed as of the date of last signature and is effective through June 30, 2019 at which time it will expire unless extended.
- L. 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.

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

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS**





**Memorandum of Agreement  
Florida Private Schools 2018-2019**

**RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL [CustodianofRecords@flvs.net](mailto:CustodianofRecords@flvs.net) , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

- N. 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.

**Example Only, Not For Use**



**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.

FLVS Only, Not For Use