



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FLORIDA VIRTUAL SCHOOL  
AND  
**Hamilton County School District**

This 2020-2021 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Hamilton County School District, hereinafter referred to as School or District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS. This Memorandum of Understanding shall include the following documents which are attached hereto and incorporated herein by reference: 1. Virtual Learning Lab Memorandum of Understanding, and 2. Appendix A Florida Services Additional Terms.

**A. PURPOSE:**

The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Virtual Learning Lab (VLL). A Virtual Learning Lab (VLL) is a school whereby students are working on FLVS course(s) taught by FLVS instructor(s) at a school with a facilitator. FLVS's goal is to provide the necessary teachers for each VLL commencing on the School's preferred start date. To accommodate your preferred state date and hire the necessary teachers, the School principal and/or authorized district representative is required to sign this MOU no later than seven days after document is received so that both parties are in agreement of this commitment.

**B. FLVS is responsible for:**

1. Training for the VLL school facilitator.
2. Training for the School Counselor(s).
3. A registration process specifically designed for VLL students.
4. Ongoing support from an FLVS instructor and/or a Blended Learning Specialist.
5. Highly qualified, state-certified instructors.
6. Invoicing for successfully completed enrollments.
7. Providing data required for FTE reporting by district (as permitted by the FDLE).

**C. School/District is responsible for providing:**

1. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:
  - Fall: May 31 to September 1
  - Spring: November 15 to January 31
  - Summer: April 1 to June 1
2. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance will result in FTE reported by FLVS.
3. Accurate request for reservation to secure courses.
4. Virtual Learning Lab facilitator to monitor students – does not have to be a certified instructor.
5. Computer access and other minimum technology required as listed on the FLVS website for the students to take the courses. This includes computer access 4 to 6 hours each week per course.
6. Two-way long-distance communication access for FLVS instructor – student phone calls.
7. Parent's notification of student's participation in FLVS course.
8. FTE submission associated with these enrollments.



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D. Fees:

FLVS will invoice the school district for each billable enrollment at \$325.00 per each half credit completion. School district shall pay the bill/invoice in accordance with this contract at Net 30 days.

1. **Billable Enrollments:** Any half credit completion issued by FLVS instructor through final grade report sent via Virtual School Administrator (VSA).
2. **Invoice Schedule:** School/District will be invoiced for enrollments that have completed during each billing cycle, identified by status 'Completed' in VSA. The billing cycle is outlined in the invoicing schedule section below. The final billing amount will be net of amount paid by the district in the first billing. (October 1/January 15; March 1/June 30; July 1/August 15).

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July – October	Mid-November
Cycle 2	November – February	Mid-March
Cycle 3	March – June	End of June
Cycle 4	True-up/Enrollments not captured in previous cycle	Mid-July

3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.

**BILLING CONTACT PERSONEL:**

School or District	Florida Virtual School
Name: Michael Vinson	Name: Carmen Brehoi
School/District Address: 5683 US Hwy 129S-Suite 1 Jasper, FL 32052	Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: michael.vinson@hamiltonfl.com	Email: cbrehoi@flvs.net
Telephone No.: 386-792-7818	Telephone No.: 407-513-3615

- E. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN DENIAL OF FUTURE VLL REQUESTS AT THE RATE STATE ABOVE.
- F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:
1. ACADEMIC INTEGRITY IN THE VLL. 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:**

- Act as a resource for student questions.
- Submit various assignments into the Turnitin.com database.
- Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader,



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and Academic Integrity Support Personnel.

- Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- Convey incidents and consequences to the student and facilitator.

**Facilitators will:**

- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS instructors.
- Encourage students to seek support from the facilitator.
- Discourage inappropriate collaboration of students.
- Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework.
- Require that students protect their password information and coursework.
- Protect students' usernames, passwords, and other private information.
- Adjust seating arrangements to help promote students' integrity.
- Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regard to concerns and consequences.

2. 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 changed being performed.
3. 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.
4. MAIN POINT OF CONTACT: Contact your District Relations Manager (<https://flvs.net/florida-school-solutions/contacts>) with questions concerning this Agreement. The main point of contact for this instrument is:

School Authorized Official:

X

Signing here acknowledges desired LAB participation.

5. COMPLIANCE: The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
6. COMMENCEMENT/EXPIRATION DATE: This Agreement is executed as of the date of last signature and is effective through 6/30/2021 at which time it will expire unless extended.
7. LIABILITIES: It is understood that neither part to this Memorandum of Understanding is the agent of



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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), however caused, to the extent allowed by their respective state laws.

8. 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 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.**

9. 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.



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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: School or District:

Date: 10/13/2020

Jenny Gullard : HUSB Ch  
Name and Title

For: Florida Virtual School:

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

\_\_\_\_\_  
Louis J. Algaze, Ph.D.  
Executive Director and CEO



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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: School or District:

Date: 10/13/2020

Johnny Bullard : HUSB Chi  
Name and Title

For: Florida Virtual School:

Date: 12/4/2020

[Signature]  
Louis J. Algaze, Ph.D.  
Executive Director and CEO



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## **Appendix A** **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 Virtual Learning Lab Memorandum of Understanding, 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, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

**4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.**



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**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. IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT ANY AMOUNT OF RECOVERY TO WHICH CUSTOMER MAY BE DEEMED ENTITLED SHALL BE

**LIMITED TO 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/hportal/exec/hsAction?hsActionSubmit=searchHighSchool>. 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





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