



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

This 2018-2019 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.

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.



## Virtual Learning Lab

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 30days.

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:	Name: Carmen Brehoi
School/District Address:	Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email:	Email: <a href="mailto:cbrehoi@flvs.net">cbrehoi@flvs.net</a>
Telephone No.:	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, 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' user names, 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 (DRM) with questions concerning this agreement. The main point of contacts for this instrument are:

**School or District**  
**Authorized Official:**

X

**FLVS**  
**Authorized Official:**

X

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 **6/30/2019** 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 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.

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

FOR: School or District:

Date: 5/8/18

Rex L Mitchell Superintendent  
Name and Title

For: Florida Virtual School:

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

\_\_\_\_\_  
Dr. Jodi C. Marshall; President and CEO

APPROVED BY HAMILTON SCHOOL BOARD

ON 5/8/18  
Rex L Mitchell  
SUPERINTENDENT