



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 Blended Learning Community (BLC). A Blended Learning Community (BLC) is a school whereby two (2) or more students are working on the FLVS course(s), taught by an FLVS instructor, in a learning location at a school with a dedicated facilitator. FLVS's goal is to provide the necessary teachers for each Blended Learning Community (BLC) commencing on the School's preferred start date. To accommodate your preferred start date and hire the necessary teachers, the School principal and/or authorized District Representative is required to sign this MOU no later than seven (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 the School preferred start date and to hire the appropriate number of teachers, the following guidelines are in order:

1. BLCs 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 BLC.
2. BLCs 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 BLC.
3. BLCs 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 start date for the BLC.

C. FLVS is responsible for:

1. Training for the BLC school facilitator, including an emphasis on Blended Learning support strategies.
2. Training for the School Counselor(s).
3. Training for the District and School Administration.
4. A registration process specifically designed for BLC students.
5. Ongoing virtual and/or face-to-face support from a 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 Blended Learning Community.
9. Providing progress monitoring tools at student and school level.
10. Invoicing for applicable enrollments.
11. Providing data required for FTE reporting by District (as permitted by FDLE).

D. School District is responsible for providing:

1. Accurate request for reservation to secure courses.
2. 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
3. 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.
4. Dedicated Blended Learning Community (BLC) facilitator to monitor students and verify attendance – does not have to be a certified Instructor.
5. Student computer access (4 – 6 hours each week per course) and other minimum technology required as listed on the FLVS website at <https://www.flvs.net/student-resources/system-requirements>.
6. Two-way long-distance communication access for FLVS Instructor – student phone calls.
7. Access to stakeholders involved in the success of the BLC for training and communications from FLVS.
8. Parent's notification of student's participation in the Blended Learning Community.
9. Reporting and Collecting the FTE associated with these enrollments for the students.
10. Uphold and support the FLVS policies regarding Academic Integrity by helping to minimize individual student violations and hold students accountable that do not follow AI policies.

E. Fees

FLVS will invoice the School district on the 30th day for each billable enrollment* within the Blended Learning Community at \$267.00 per each half credit enrollment. School District shall pay the invoice within forty-five (45) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act.

1. **Billable Enrollments:** Any enrollments* in Classroom Assigned (CA) or Active (A) status in VSA for a minimum of 30 consecutive days or 20% complete in any status; FLVS will bill the school/district for the student, regardless of the student's status upon receipt of invoice.

**Segment 2 enrollments of a full credit course will become billable once enrollments are either 20% complete or have been in CA or A status for at least 30 calendar days of second semester start.*

Second Semester for the designated School or District begins on _____.

2. **Invoice Schedule:** District will be invoiced for each billable enrollment Classroom Assigned or Active in VSA for 30 consecutive days or 20% complete in any status (on or near: mid-October, mid-February, and mid-June). FLVS will bill the school/district for the student, regardless of the student's status upon receipt of the invoice.

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 Personnel:

School or District	Florida Virtual School
Name:	Name: Carmen Brehoi
School/District Address:	Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email:	Email: cbrehoi@flvs.net
Telephone No.:	Telephone No.: 407-513-3615

- F. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN ONE OR MORE OF THE CONSEQUENCES BELOW:
1. Delayed start date.
 2. Students placed as traditional FLVS Flex Virtual Learning Lab (VLL) students.
 3. Future lab request(s) may be denied.
 4. Completed students' lists should be submitted no later than one (1) month from BLC start date; otherwise student will be enrolled as Flex, and the FTE sharing will apply for enrollments not tagged as BLC.
- G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:
1. ACADEMIC INTEGRITY IN THE BLC. 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 student to seek support from the facilitator.
- Discourage inappropriate collaboration of students.
- Ensure students are provided with appropriate equipment and that the 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 regards 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 changes 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 contacts for this instrument are:

School or District
Authorized Official:

FLVS
Authorized Official:

X

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 by mutual written agreement of both parties. Classes will begin in August 2018 for the 2018-2019 school year.
7. 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 own negligent acts or omissions and those of its officers, employees, and agents, to the extent allowed by their respective state laws.
8. CONFIDENTIALITY OF STUDENT RECORDS
FLVS understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. FLVS further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. FLVS shall regard all student information as confidential and will not disclose the student information to any third party.
9. 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 THE 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.

10. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, School, a school district and governmental entity, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS. In the event of a termination for convenience, School shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the parties--by mutual written agreement--may extend the notice of termination period to one beyond the 30-day notice period prescribed herein to ensure completion of services by vendor and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

11. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY IS MAKING A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.

(Signature on the Following Page)



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: _____
Name and Title: Dr. Jodi C. Marshall;
President and CEO

APPROVED BY HAMILTON SCHOOL BOARD

ON 5/8/18
Rex L Mitchell
SUPERINTENDENT