



Florida Virtual School Private School Agreement 2024-2025

This Florida Virtual School Private School Agreement 2024-2025 is between Florida Virtual School (FLVS) and the undersigned private school (“School” or “Customer”).

FLVS is an online school serving students K through 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 this Agreement and must, at all times be compliant with the requirements of section 1002.42, Florida Statutes (including the Florida Department of Education’s private school database). 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 is effective upon signature execution and shall terminate on June 30, 2025. Any active students enrolled prior to this date shall be permitted to complete the segment in which are currently enrolled. This Agreement includes the following documents which are attached hereto and incorporated herein by reference: 1) Appendix A Information for Schools; 2) Appendix B Virtual Learning Community (Optional Services) and 3) Appendix C Florida Services Additional Terms.

THIS AGREEMENT MUST BE FULLY EXECUTED PRIOR TO THE REGISTRATION OF STUDENTS; PLEASE COMPLETE AND RETURN THE AGREEMENT.

We suggest that you share the following additional information with the appropriate people within your school. **It can be found on the Affiliating with Florida Virtual School page at the FLVS website link: <https://www.flvs.net/florida-school-solutions/counselor-resource-center>**

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

FLVS and the School agree that this Agreement may be executed in several counterparts and via facsimile or electronic signature, each of which when taken together shall be deemed to constitute an entire and original Agreement.



The School will:

1. Provide FLVS as an educational option.
2. Be registered with the FDOE pursuant to Section 1002.42, Florida Statutes.
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. Determine student eligibility for enrollment in FLVS courses based on school counselor/administrator review of appropriate academic placement and residence in the state of Florida.
5. Assume responsibility for students taking FLVS Advanced Placement (AP®) courses to ensure AP® exams are ordered and administered in accordance with the College Board guidelines. The School is responsible for either administering the exam to the student or locating an alternate test site. FLVS will reimburse any school for the cost of ordering exams for any student 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 AP® exam prior to receiving credit for the course; they may receive half-credit at the end of each semester.
6. End-of-Course (EOC) Assessments: School students taking an EOC course with FLVS 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 their private school students to participate in EOCs within the district's public schools. This policy does not pertain to any other statewide assessments. Students with an interest to participate in an Algebra 1, Geometry, Biology 1, Civics, or U.S. History EOC 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 (6) weeks prior to the first day of the EOC assessment window in which the student would like to test. (These dates can be found on the Florida Department of Education's website at <https://www.fldoe.org/core/fileparse.php/5663/urlt/2425StatewideAssessmentSched.pdf>. Students must complete a computer-based practice test prior to sitting for the EOC assessment; practice tests may be found at <https://flpt.tds.cambiumast.com/student/?a=Student>. Scores will be provided directly to the School by the district's assessment office. No later than eight (8) weeks from the last date of each EOC assessment window, the School will provide EOC assessment scores to FLVS in a spreadsheet that includes: the student's first and last name, Florida Education Identifier number (FLEID), date of birth, and EOC scale score.
7. Florida School Choice Scholarships.
 - Students enrolled in a Florida School Choice Scholarship programs may take statewide assessments, if requested by their parents, at their local public school regardless of their district's policy on testing private school students. For more information on FDOE policy surrounding K-12 scholarship programs and their allowance for statewide testing, go to <https://www.fldoe.org/schools/school-choice/k-12-scholarship-programs/>.
 - Scores will be provided directly to the School by the district's assessment office. No later than eight (8) weeks from the date of each assessment window, the School will provide assessment scores to FLVS in a spreadsheet that includes: the student's first and last name, Florida Education Identifier number (FLEID), date of birth, and scale score.
 - If the School has at least one student in the Florida School Choice Scholarship program, the School may apply to administer statewide assessments. For those private schools approved by FDOE to administer assessments, the School will work with their district's assessment office for all testing-related activities. To view *Private School Opportunities for Statewide Assessments*, go to <https://www.fldoe.org/accountability/assessments/k-12-student-assessment/private-schools/>.



- Please refer to paragraph 14 below for additional Florida School Choice Scholarship recipient information regarding billing.
- 8. 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).
- 9. 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.
- 10. Accept the final course grade as issued on the FLVS official grade report and record such grade in the student's transcript.
- 11. Comply with FLVS Academic Integrity policies and punitive consequences which can be reviewed at <https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6>
- 12. 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 FLVS and update and/or revise Individual Educational Plans if required.
- 13. Provide any prior test scores, upon request, that would enable FLVS to better personalize instruction.
- 14. Assist FLVS in creating and maintaining online accounts for administrators, school counselors, and facilitators in a Virtual Learning Community (VLC) as set forth in Appendix B.
- 15. The School hereby agrees and certifies that any student enrolled in their school who is a Florida School Choice Scholarship recipient will comply with the DOE terms surrounding acceptance distribution of these funds. Florida School Choice Scholarship programs do not allow students to take state funded FLVS courses and course fees will be charged as outlined in this section to the School and/or Parent/Guardian. The School has an obligation to identify scholarship students to FLVS at the time of registration or upon approval of the course. Additional information regarding scholarships can be found at <https://www.flvs.net/about/programs/scholarship-student-information>.

Private School student billable enrollments which are ineligible for FLVS to submit for state funding shall be invoiced to the School and/or Parent/Guardian at the course fees outlined below.

Course Fees:

- Three hundred and seventy-five dollars (\$375.00) per half-credit enrollment (One semester)
- Seven hundred and fifty dollars (\$750.00) per full-credit course (Two semesters)

A billable enrollment is any active student enrollment in a course that has surpassed the fourteen (14) day grace period or completed twenty percent (20%) of the segment, whichever occurs first.

- 16. Require that all students taking courses with FLVS meet all eligibility requirements defined in Florida 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 must provide documentation, to FLVS from the parents/legal guardians that indicates the care of the student has been turned over to the School, a copy of the student's birth certificate or passport, and a notarized "Consent for Student Enrollment in Florida Virtual School" form. 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).
- 17. Comply with Website Graphic Use Guidelines:
 - a. Graphic cannot be resized.
 - b. Graphic must be set at least twenty-four (24) pixels from other graphics and images on the webpage.
 - c. Graphic must retain original color and opacity.



18. An authorized signatory of the School 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 utilized.
19. 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.
20. Venue for any course of action arising hereunder shall lie exclusively in Orange County, Florida.
21. The School represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement on behalf of the School is authorized to do so.

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. 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. 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.

This Agreement is entered into this by the parties effective as of the last date of each party's signature, for the purpose of providing instruction to students through the resources of FLVS. 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.

[signatures on next page]



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

FLORIDA VIRTUAL SCHOOL

By (Authorized Signature)	Date
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Printed Name and Title of Person Signing: **Louis J. Algaze, Ph. D. – President and CEO**

Address: **5422 Carrier Drive, Suite 201, Orlando, FL 32819**

Approved as to legal form and sufficiency by:

FLVS Office of General Counsel

SCHOOL NAME:

By (Authorized Signature)	Date
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Printed Name and Title of Person Signing:

Address:

Approved as to legal form and sufficiency by:

Legal Counsel for Private School

Please print the following information so that FLVS 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 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.



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. The School understands that non-FLVS courses offered by the School are not covered under the FLVS umbrella, and the School will need to submit documentation to the NCAA to have any such courses approved separately.



Appendix B: Virtual Learning Community (Optional Services)

A. PURPOSE:

The purpose of this Appendix B 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 five (5) 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.

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 five (5) to twenty-nine (29) students will require a minimum of ten (10) days advanced notice by submitting a formal request of course(s) with the 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 thirty (30) to one hundred and forty-nine (149) students will require thirty (30) days advanced notice by submitting a formal request of course(s) with the 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 one hundred and fifty (150) plus students will require sixty (60) days advanced notice by submitting a formal request of course(s) with the 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 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 the student and school levels.

D. School is responsible for providing:

1. Accurate request for the reservation to secure courses.
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.
8. Monitoring student progress and communicating with teachers to ensure students complete courses according to their pace chart. Students are expected to work weekly and must be completed with the course segment by the end of the semester in which the course was started.
9. Identification of students ineligible for State of Florida funding, i.e. students receiving a Florida School Choice Scholarship or a student who is not a valid Florida resident.

E. BILLING.

For any student ineligible for Florida state funding (i.e. the recipient of a Florida School Choice Scholarship or is not a valid Florida resident) all billable enrollments shall be the responsibility of the School. The School enrolling students in a VLC shall be invoiced at the discount course fees below. FLVS shall provide a monthly invoice for all School enrollments for which it cannot collect state funding (FEFP). A billable enrollment is a student enrollment in a course that has exceeded the fourteen (14) calendar day grace period and or twenty percent (20%) completion, whichever occurs first.

Requirements:

It is the responsibility of the parent/private school to comply with the requirements for the scholarships they receive/accept as outlined in the scholarship parent/provider handbook. The School MUST identify scholarship students at the time of registration for the virtual learning lab or upon request of a student to be added to the virtual learning lab. Scholarship recipients who require enrollment as "Private Pay" will be invoiced to the School once they reach fourteen (14) days active or complete twenty percent (20%) of the segment, whichever occurs first. Students who are identified as scholarship recipients after they have been activated in a Virtual Learning Lab course will be invoiced to the School immediately upon identification.

Course Fees:

Three hundred and twenty-five dollars (\$325.00) per half-credit enrollment (One semester)

Six hundred and fifty dollars (\$650.00) per full-credit course (Two semesters)

Refund Policy:

Following placement and activation in a course, the student has a fourteen (14) day grace period during which he or she may withdraw from the course and receive a full refund. If the student completes twenty percent (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.

Collections:

1. Invoices are due thirty (30) days from the date of the invoice.
2. One to five (1 – 5) days past the due date: Email reminder sent to School
3. Six to ten (6 – 10) days past the due date: twenty-four (24) hour notice call advising that arrangements for/proof of payment must be provided within twenty-four (24) hours to avoid course access suspension
4. Twenty-four (24) hours after the call: Course access is suspended

- F. FAILURE TO COMPLY WITH THE TERMS OF THIS SECTION OF THE APPENDIX B 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. 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.

Appendix C

Florida Services Additional Terms

This Appendix B 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 Agreement, these Additional Terms shall control.

1. DEFINITIONS. All capitalized terms shall have the meaning ascribed to them in the Agreement. 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, 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.

1.4 “Licensed Product” shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement.

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’s (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’s 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=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 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's right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on FLVS's 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. 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.

[END of AGREEMENT]