

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
October 8, 2019

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2019-2020. (Copies are available for review in the office of the Assistant Superintendent of Instruction.)
2. The Superintendent recommends approval of the following contracts/agreements for the 2019-2020 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-65	Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab (<i>Renewal/Revised</i>) (pgs. 2-23)
#2020-66	Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community (<i>Renewal/Revised</i>) (pgs. 24-46)
3. The Superintendent recommends approval of the following personnel items:
 - a. Job Description #139 –Administrative Support Specialist-Food Service/Federal Programs (*Revised*) **(pgs. 47-51)**
 - b. Revise *Salary Schedule Confidential Employees 2019-2020 Secretarial and Other Personnel* to reflect compensation for the Administrative Support Specialist/Federal Programs position from Line 1 to Line 1A **(pg. 52)**

Adjourn

Virtual Learning Lab



MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA VIRTUAL SCHOOL
AND
Suwannee County School Board

This 2019-2020 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Suwannee County School Board, 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 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: Mary Ann Chaney	Name: Carmen Brehoi
School/District Address: 1729 Walker Ave., SW, Suite 200 Live Oak, FL 32064	Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: mary.chaney@suwannee.k12.fl.us	Email: cbrehoi@flvs.net
Telephone No.: 386-647-4627	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.



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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 (<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 _____

Ted L. Roush, Superintendent of Schools
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 **6/30/2020** 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



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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 , 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: _____

For: Florida Virtual School:

Date: 8.27.2019

~~Chairperson, Suwannee County School Board~~

Ted L. Roush, Superintendent of
Schools

Dr. Louis J. Algaze, President and CEO

"Approved as to Form and Sufficiency

BY

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"



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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, 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.

3.1 To the extent permitted by law, FLVS agrees to defend, indemnify, and hold harmless Customer 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 FLVS in the performance of any of its obligations under the Agreement; (ii) any act, omission, or negligence of FLVS or any officer, agent, employee, or contractor of FLVS; (iii) FLVS' failure to comply with



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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 Customer. Upon written request by Customer, FLVS shall defend Customer (if requested by Customer, in the name of Customer) by attorneys and other professionals reasonably approved by Customer. FLVS 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' 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,



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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' right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on FLVS' 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. Further, FLVS shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). 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.

7.1 Customer 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 Customer's right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on Customer's potential liability under state or federal law. FLVS agrees that Customer shall not be liable under the Agreement for punitive damages or interest for the period before judgment. Further, Customer shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other



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



2019-50 (RENEWAL)

Virtual Learning Lab

**MEMORANDUM OF
UNDERSTANDING BETWEEN
FLORIDA VIRTUAL
SCHOOL AND**

~~SUWANNEE COUNTY SCHOOL BOARD~~

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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.

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7. Providing data required for FTE reporting by district (as permitted by the FDLE).

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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.
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~~instructor~~ certified instructor.
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6. Two-way long -distance communication access for FLVS instructor ~~—~~ student phone calls.
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INFO ONLY



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SCHOOL

SCSB-2019-50 (RENEWAL)

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.

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Cycle	Enrollment Data Date Range	Invoice Sent
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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: Mary Ann Chaney	Name: Carmen Brehoi
Address: Live Oak, FL 32064 SW. Suite 200	Address: 2145 Metrocenter Blvd. Su Orlando, Florida 32835
School/District Address:	
Email: mary.chaney@supannee.k12.fl.us	Email: cbrehoi@flvs.net@flvs.net
Telephone No.: 386-647-4627	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.



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

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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 <https://flvs.net/florida-school-solutions/contacts>) with questions concerning this agreement. The main point of contacts contact for this instrument are:

School or District FLVS Authorized Official: Authorized Official:

X Ted L. Roush X

UOafmx

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 6/30/2019 6/30/2020 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



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Virtual Learning Lab

SCSB 2019-50 (RFNFVV-AT)

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

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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(a)flvs.net CustodianofRecords@flvs.net, OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

9. ~~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.

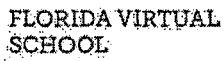
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR School or District:

~~Superintendent of Schools~~

Date: _____

Name and Title



Datex
S. 88. S. 88.

Handwritten signature: *John C. Marshall*
John C. Marshall, President

~~2nt and CEO~~

Interim Executive Managing Director

BY _____

Le _____ ; n, III

~~Rumberg, , Idwell, P.A.
Suwannee School Board Attorney"~~

Date:

Name and Title

~~Approved as to Form and Sufficiency~~



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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, 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' 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.

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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



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ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

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

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=s_earchHighSchool. 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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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' right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on FLVS' 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. Further, FLVS shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). 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.

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	8/9/2019 9:25:26 AM
Comparison Time	1.88 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-50 FLVS VLL Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-65 FLVS VLL.docx

Comparison Statistics	
Insertions	19
Deletions	21
Changes	22
Moves	0
TOTAL CHANGES	62

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Name	Standard
<u>Insertions</u>	
<u>Deletions</u>	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Track Changes
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

Blended Learning Community



MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA VIRTUAL SCHOOL
AND
SUWANNEE COUNTY SCHOOL BOARD

This 2019-2020 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Suwannee County School Board, 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. Blended Learning Community 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 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.



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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 January 7, 2020.

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



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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: Mary Ann Chaney	Name: Carmen Brehoi
School/District Address: 1729 Walker Ave., SW, Suite 200 Live Oak, FL 32064	Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: mary.chaney@suwannee.k12.fl.us	Email: cbrehoi@flvs.net
Telephone No.: 386-647-4627	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.



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- 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 (<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 _____

Ted L. Roush, Superintendent of Schools

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 **6/30/2020** at which time it will expire unless extended by mutual written agreement of both parties. Classes will begin in August 2019 for the 2019-2020 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



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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.

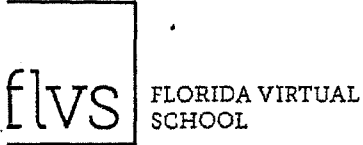
IF THE EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL, CustodianofRecords@flvs.net, OR BY PHONE 407-513-3325, 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: _____

Name and Title: Ted. L. Roush, Superintendent of
Schools

Chairperson, Suwannee County School Board

FOR: FLORIDA VIRTUAL SCHOOL

Date: 8/29/2019



Name and Title: Dr. Louis J. Algaze,
President and CEO

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"



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 Blended Learning Community Memorandum of Understanding, these Additional Terms shall control.

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.

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, 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.

3.1 To the extent permitted by law, FLVS agrees to defend, indemnify, and hold harmless Customer 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 FLVS in the performance of any of its obligations under the Agreement; (ii) any act, omission, or negligence of FLVS or any officer, agent, employee, or contractor of FLVS; (iii) FLVS' 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 Customer. Upon written request by Customer, FLVS shall defend Customer (if requested by Customer, in the name of Customer) by attorneys and other professionals reasonably approved by Customer. FLVS understands that this obligation of indemnification and duty to defend survives the expiration or termination of the Agreement



FLORIDA VIRTUAL
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and is not limited in any respect by insurance coverage or limitation of liability.

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' 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.

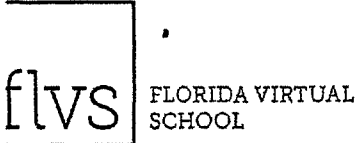
5.2 Advanced Placement ("AP") Courses. Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

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' right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on FLVS' 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. Further, FLVS shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). 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.

7.1 Customer 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 Customer's right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on Customer's potential liability under state or federal law. FLVS agrees that Customer shall not be liable under the Agreement for punitive damages or interest for the period before judgment. Further, Customer shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). 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.

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Blended Learning Community

SCSB 2019-54 2020-66 (REVISED/RENEWAL)

MEMORANDUM OF UNDERSTANDING BETWEEN FLORIDA VIRTUAL SCHOOL AND

SUWANNEE COUNTY SCHOOL BOARD

Suwannee County School Board

~~This 2018-2019~~ This 2019-2020 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Suwannee County School Board, 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. Blended Learning Community 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 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-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~~ 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. ~~2-BLCs with 30-149 students will require 30~~ 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.
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-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~~ 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.

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SCSB 2019-51 (RENEWAL)

BLCMOU19-20

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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 PTE 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 PTE 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 Segment2 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 semester start.*

Second Semester for the designated School or District begins on January 7, 2019-2020

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

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3-3 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: Mary Ann Chaney	Name: Carmen Brehoi
School/District Address: 1729 Walker Avenue Ave., SW, SW Ste. 200 Live Oak, Suite 200 Live Oak, FL 32064	Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: mary.mary.chaney@suwannee.k12 .fl.us	Email: cbrehoi@flvs.net@flvs.net
Telephone No.: 386-647-4627	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 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 FLVScoursework.
- 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.

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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) <https://flvs.net/florida-school-solutions/contacts> with questions concerning this Agreement. The main ~~contacts~~ point of contact for this instrument ~~are~~ instrument is:

School or District FLVS Authorized Official: Authorized Official:

X _____
Signing here acknowledges desired LAB participation.
Ted L. Roush, Superintendent of Schools

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 ~~2020~~ 2019 6/30/2020 at which time it will expire unless extended by mutual written agreement of both parties. Classes will begin in August 2018 ~~2019~~ for the 2018-2019-2020 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

SCSB 2019-51 (RENEWAL)

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 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)

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| **SCSB 2019-51 (RENEWAL)**

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

FOR: School or District:

Chairperson, Suwannee County School Board

Date: _____

Name and Title: Ted L. Roush,
Superintendent of Schools

**JUN 26
2018**

FOR: FLORIDA VIRTUAL SCHOOL

Ted L. Roush Superintendent of
Schools

Name and Title

[Signature]

Date: _____

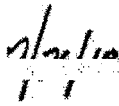
Name and Title: Robert J. McAllister, Jr.
Chairman, Suwannee County School Board

~~EAideiii and CEO Jif M0AC 4~~



"Approved all item as to Form and
Sufficiency BY

FOR: FLORIDA VIRTUAL SCHOOL



Leonard ~~4J~~ IpietzenDietzen, III
Rumberger, Kirkykfe Kirk & Caldwell, P.A.
PA Suwannee School Board Attorney"

INFO ONLY



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 Blended Learning Community 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, 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' 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

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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=searchHlQhSchool>. 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

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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' right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on FLVS' 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. Further, FLVS shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or

judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). 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.

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Date & Time	8/9/2019 9:29:16 AM
Comparison Time	1.88 seconds
compareDocs version	v4.2.300.9

Sources	
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Modified Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-66 FLVS BLC.pdf

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Show Reviewing Pane	Word	True
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Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

SCHOOL DISTRICT OF SUWANNEE COUNTY

ADMINISTRATIVE SUPPORT SPECIALIST

FOOD SERVICE / FEDERAL PROGRAMS

JOB DESCRIPTION

QUALIFICATIONS:

- (1) ~~Bachelor's degree with specialization in food and nutrition, business management, or other acceptable field, or~~ Five (5) years of successful job related experience.
- (2) Satisfactory criminal background check and drug screening.
- (3) Valid Florida Drivers licenses
- (4) Demonstrated proficiency in computerized data entry and other technology skills.

KNOWLEDGE, SKILLS AND ABILITIES:

➤ Food Service

~~Knowledge of State Board of education and local regulations, state statutes, federal laws and USDA regulations as they relate to food services. Knowledge of current trends, standards and best practices related to purchasing, standards of health, safety and cleanliness. Working knowledge of financial analysis, management, and accounting principles. Knowledge of audit requirements and standards; quality control techniques; nutrition and quantity food production. Skills in administrative and financial management operations. Knowledge of computer applications as related to job function. Ability to plan and analyze nutritional menus. Ability to communicate effectively both orally and in writing. Ability to exercise strong interpersonal skills and sound judgment.~~

➤ Federal Programs

Ability to perform responsible secretarial and assigned administrative duties to support the Director. Broad knowledge of the organization, operation and goals of the workplace. Good oral and written communication skills. Effective use of business math. Knowledge and use of computer software, office equipment, office practices and procedures. Ability to read and apply knowledge of organizational rules, regulations, procedures, functions and personnel, to compose effective and accurate correspondence and to deal with non-routine matters with a minimum of instruction. Ability to exercise independent judgment in assigned duties and deal effectively with school and District personnel and the public. Ability to keep records and reference files, to assemble and organize data and to prepare composite reports from such data. Ability to promote a harmonious atmosphere and smooth flow of business. Ability to maintain confidentiality. Ability to establish and maintain positive working relationships with others. Demonstrable skills in use of electronic computing equipment. Ability to read and interpret State Board rules, School Board policies and appropriate state and federal statutes. Knowledge of general accounting principles and cash control standards. Knowledge of and skill in spreadsheets and other computer applications. Ability to work independently. Effective oral and written communication skills. Possess good mathematical skills.

REPORTS TO:

~~Superintendent or Designee~~ Assistant Superintendent of Instruction

ADMINISTRATIVE SUPPORT SPECIALIST
FOOD SERVICE / FEDERAL PROGRAMS (Continued)

JOB GOAL	
(A)	To assist in providing an outstanding nutrition program of food services that meets local, state, and federal requirements, is fiscally sound, and delivers nutritious, appealing meals for district students and meets their health and dietary needs.
(B)	To perform administrative and secretarial duties to ensure the effective and efficient operation of assigned area of responsibility.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

➤ Food Service

- * (1) Assist in directing and coordinating the implementation of the school food service plan in accordance with program requirements, regulations and policies of federal government (USDA), Florida Department of Education and the school district.
- * (2) Provide leadership, resources, and assistance in the attainment and use of equipment, supplies, food, and other assets.
- * (3) Assist in evaluating all requests and recommendations for purchases of new and replacement equipment.
- * (4) Coordinate the maintenance and repair of food service equipment.
- * (5) Assist in submitting requests for grants for federal programs and equipment, managing grants, overseeing discretionary funds, and maintaining auditable records.
- * (6) Interact with principals, using appropriate, positive communication styles concerning the operation of the food service program.
- * (7) Assist with the preparation and review of food productions records and instruct personnel in the correct use of these records when appropriate.
- * (8) Perform menu costing and work with the Supervisor to develop pricing strategies for all menu, snack bar and ala carte items.
- * (9) Assist with the development of policies and procedures for all food service operations.
- * (10) Assist with developing and executing marketing plans and materials.
- * (11) Explore new product opportunities to include food, non food and equipment.
- * (12) Assist in procurement and distribution of food, supplies, and commodities and equipment.
- * (13) Assist in testing new recipes and food products and maintaining the master file of approved standardized recipes.
- * (14) Assist in coordination, implementation and evaluation of staff development activities in assigned areas.
- * (15) Perform additional duties specific to the school, department or program.
- * (16) Shall assume additional responsibilities as assigned by the Superintendent.

ADMINISTRATIVE SUPPORT SPECIALIST

~~FOOD SERVICE~~ / FEDERAL PROGRAMS (Continued)

Service Delivery (Continued)

➤ Federal Programs

- * (1) Perform clerical duties required by activities and functions of the workplace, including preparing and sending correspondence, receiving and routing incoming/outgoing mail and courier, setting up and maintaining files, handling personnel records and requests, preparing, processing and submitting required agenda items, applications, reports, forms, grants, records, minutes, guides, manuals and other assigned projects.
- * (2) Make travel arrangements and prepare itineraries.
- * (3) Prepare materials for dissemination to school, District staff, parents and community.
- * (4) Maintain and/or process all files as appropriate.
- * (5) Obtain, assemble and organize pertinent data into proper form for local, state and federal audits.
- * (6) Perform financial duties required by the activities and functions of the workplace, assisting in preparation and maintenance of budget and other assigned projects.
- * (7) Maintain sick / vacation leave records.
- * (8) Prepare departmental payroll reports for submission
- * (9) Make arrangements for meetings and conferences.
- * (10) Develop materials for use for presentations, conferences and workshops.
- * (11) Provide miscellaneous clerical services for various boards and committees on which designated supervisor/director serve.
- * (12) Follow School Board policies.
- * (13) Perform additional duties specific to the school, department or program.
- * (14) Keep records of important meetings, dates and appointments.
- * (15) Type purchase orders and process for payment.
- * (16) Assist and keep track of Monitoring paperwork for Federal grants.
- ~~* (17) Shall assume additional responsibilities as assigned by the Superintendent.~~

Employee Qualities/ Responsibilities

- * ~~(17)~~ Follow attendance, punctuality and proper dress rules.
- * ~~(18)~~ Ensure adherence to good safety standards.
- * ~~(19)~~ Maintain confidentiality regarding school/ workplace matters.
- * ~~(20)~~ Maintain a courteous and professional manner.
- * ~~(21)~~ Model and maintain high ethical standards.
- * ~~(22)~~ Demonstrate initiative in performance of assigned responsibilities.
- * ~~(23)~~ Maintain expertise in assigned area to fulfill project goals and objectives.
- * ~~(24)~~ Participate successfully in the training programs offered to increase skills and proficiency related to assignment.
- * ~~(25)~~ Meet and deal effectively with the general public, staff members, students, parents, administrators and other contact persons using tact and good judgment.

ADMINISTRATIVE SUPPORT SPECIALIST

~~FOOD SERVICE / FEDERAL PROGRAMS~~ (Continued)

Inter/ Intra- Agency Communication and Delivery

➤ Food Service

- * (26) ~~Assist with facilitating contracted food service agreements.~~
- * (27) ~~Assist with preparing specifications and evaluating bids related to food service operations.~~
- * (28) ~~Establish schedules for bidding, ordering and delivery.~~
- * (29) ~~Assist in planning menus and nutritional analysis that meet state and federal requirements.~~
- * (30) ~~Assist in monitoring the USDA commodity program.~~
- * (31) ~~Assist in evaluating all phases of the food service program and implementing improvements as needed.~~
- * (32) ~~Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.~~
- * (33) ~~Keep the public informed of the menus and services offered by the school cafeterias and of the health and educational benefits gained by children through participation in the school good service program.~~
- * (34) ~~Keep supervisor informed of potential problems or unusual events.~~
- * (35) ~~Serve on district, state or community councils or committees as assigned or appropriate.~~
- * (36) ~~Assist in the interpretation of programs, philosophy and policies of the District to staff, students, parents and the community.~~
- * (37) ~~Work closely with District and school staffs to support school improvement initiatives and processes.~~
- * (38) ~~Cooperate with other government agencies to procure goods and services.~~
- * (39) ~~Maintain open communication with principals, students, teachers, parents, and the Health Department.~~

➤ Federal Programs

- * (17) Sort and distribute mail and other memoranda.
- * (18) Communicate effectively with staff, administrators and the public.
- * (19) Keep supervisor/director informed of potential problems or unusual events.
- * (20) Respond to inquiries and concerns in a timely manner.
- * (21) Serve on school/District committees as required or appropriate.
- * (22) Answer the telephone and greet visitors in a courteous and professional manner.
- * (23) Receive and route incoming calls.

Systemic Functions/ Support

➤ Food Service

- * (40) ~~Monitor compliance with federal, state and School Board rules and regulations.~~
- * (41) ~~Assist in providing technology support for food service.~~
- * (42) ~~Assist in human resources issues and staffing.~~
- * (43) ~~Assist in emergency shelter operations in staffing and procuring food.~~
- * (44) ~~Prepare all required reports and maintain all appropriate records.~~
- * (45) ~~Represent the District in a positive and professional manner.~~

ADMINISTRATIVE SUPPORT SPECIALIST
~~FOOD SERVICE~~ / FEDERAL PROGRAMS (Continued)

- ~~*(46) Assist in developing the department budget and monitor its implementation as required.~~
- ~~*(47) Perform other tasks consistent with the goals and objectives of this position.~~
- ~~*(48) Assist in developing annual goals and objectives consistent with and in support of district goals and priorities.~~
- ~~*(49) Assist in the development of School Board policies.~~

➤ **Federal Programs**

- *(24) Exhibit interpersonal skills to work as an effective team member.
- *(25) Follow federal and state laws as well as School Board policies, rules and regulations.
- *(26) Demonstrate support for the School District and its goals and priorities.
- *(27) Prepare all required reports and maintain all appropriate records.
- *(28) Perform other tasks consistent with the goals and objectives of this position.
- *(29) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(30) Appear before the board as needed.
- *(31) Shall assume additional responsibilities as assigned by the Superintendent.

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan.
 Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

SALARY SCHEDULE CONFIDENTIAL EMPLOYEES 2019-2020
SECRETARIAL AND OTHER PERSONNEL

REGULAR DUTY HOURS 8:00 AM - 4:30 PM

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
5	23963	24305	24916	25688	26444	27205	27963	28731	29491	30253	31246	32207	32714	33196	33677
4	25450	26214	26689	27456	28211	28980	29740	30504	31266	32029	33061	34058	34599	35106	35613
3	27010	27492	27964	28732	29490	30257	30806	31778	32546	33309	34372	35396	35955	36482	37009
2	28787	29265	29741	30504	31266	32031	32790	33513	34297	35079	36186	37248	37836	38391	38947
1B	30109	30539	31031	31795	32565	33367	34116	34903	35668	36434	37575	38663	39275	39847	40418
1A	31307	31743	32226	32998	33770	34571	35315	36100	36847	37638	38804	39920	40550	41146	41742
1AA	32581	33061	33552	34315	35045	35854	36621	37388	38157	38925	41336	42504	43179	43807	44435
1C	40847	41964	43085	44208	45327	46450	47568	48690	49806	50928	52608	54064	54922	55725	56528
1D	36165	36647	37137	37902	38630	39436	40208	40975	41743	42512	44923	46159	46891	47578	48265
1E	37062	37541	38036	38796	39525	40335	41104	41870	42634	43405	45821	47074	47818	48520	49222
1	34101	34582	35074	35840	36567	37377	38144	38911	39680	40447	42897	44096	44794	45449	46104

CLASSIFICATION LEVEL

5	General Secretary
4	District Level Secretary, District Secretary (Custodian of Records)
3	Administrative School Secretary/Confidential, Administrative Secretary IT
2	Administrative Secretary II
1B	Administrative Secretary I, School Bookkeeper, Operations Manager Transportation
1A	Personnel Specialist, Accounts Payable Specialist, <u>Administrative Support Specialist – Federal Programs</u>
1AA	Assistant Superintendents' Secretary, Asst. Textbook and Certification, Secretary for Administration, Employee Benefits Specialist, Financial Aid Specialist
1C	IT Specialist, Network Specialist, Software Specialist, Facilities Technology Technician, Supervisor/Payroll, Assistant Coordinator of Food Service, Attendance Assistant
1D	
1E	
1	Secretary to the Superintendent, <u>Administrative Support Specialist – Food Service/Federal Programs</u>

Normally upon appointment to a position, employee will be placed in step "0"; however, the Superintendent, upon consideration of pertinent factors; (educational backgrounds, prior experience, see job description), may approve placement into any of the succeeding steps. Thereafter, employee will progress to the succeeding step on July 1 of each year, provided he has performed satisfactorily for a minimum period of nine (9) months as of June 30.

All salaries are based on 12 months. Where employee is on less than 12 months, salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2019-June 30, 2020 Adopted _____ by the
SUWANNEE COUNTY SCHOOL BOARD
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064
386/647-4600