



VIRTUAL LEARNING LAB AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

This Virtual Learning Lab Agreement (“Agreement”) is entered into by and between Florida Virtual School (“FLVS”) and The School Board of Suwannee County, Florida (“District”), collectively referred to hereinafter as the “Parties” or “Party.”

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida’s Early Learning-20 Education System; and

WHEREAS, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

WHEREAS, the District desires to utilize FLVS services as a Virtual Learning Lab (“VLL”), providing an innovative learning solutions for students; and

WHEREAS, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true, correct, and incorporated herein by reference.

1. DEFINITIONS

- a) “Affiliate” means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. “Control” as used here means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty (50%) of the aggregate of all voting interest in such entity.
- b) “Authorized Third Parties” means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.



- c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.
- d) "Confidential Information" means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- e) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.
- f) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.
- g) "Intellectual Property Rights" includes 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.
- h) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the FLVS courses and course components.
- i) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).
- j) "Successful Completion" means any half credit enrollment which achieves a completed status with a final grade of "D" or better, issued by an FLVS instructor through the final grade report in the Virtual School Administrator.
- k) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.



2. **LICENSE GRANT**

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

3. **TERM**

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Successful Completion price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

District hereby agrees to accept said VLL Agreement for:

- ☒ one (1) academic school year term, July 1, 2022, through June 30, 2023
☐ three (3) academic school year terms, July 1, 2022, through June 30, 2025

4. **DISTRICT OBLIGATIONS**

The District shall:

- a) Complete an accurate and timely (pursuant to Section 7, "Notice In Advance Of Start Date" of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.
- b) Select academically appropriate courses by the dates set forth under Section 7, "Notice In Advance Of Start Date" of this Agreement for the following enrollment periods:
 - Fall: May 31 to September 1.
 - Spring: November 15 to January 31.
 - Summer: April 1 to June 1.



- c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender, and grade level). Noncompliance with this provision will result in FTE reported by FLVS.
- d) Designate a Virtual Learning Lab facilitator to monitor students. It is not required that the facilitator be a certified instructor.
- e) Grant computer access to enrolled students, along with minimum technology required to utilize FLVS services¹.
- f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.
- g) Provide access to stakeholders involved in the success of the VLL for training and communications from FLVS.
- h) Ensure parental notification of student's participation in the District VLL.
- i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to Section 1011.61, Florida Statutes, associated with enrollments.
- j) Uphold and support the FLVS policies regarding Academic Integrity set forth in Section 8, "Academic Integrity" of this Agreement by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

5. **FLVS OBLIGATIONS**

FLVS shall provide to the District:

- a) Appropriate training for the District VLL facilitator, including VLL support strategies.
- b) Appropriate training for the District counselor(s) involved in the VLL.
- c) Appropriate training for District administration related to the VLL.
- d) A registration process specifically designed for VLL students.
- e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
- f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

¹ Said minimum requirements are set forth at <https://www.flvs.net/student-resources/system-requirements>.



- g) Evaluation and support of all members of the District VLL.
- h) Progress monitoring tools at District, student, and school level.
- i) Invoices for Successful Completions.
- j) Data required for FTE reporting by the District to the Florida Department of Education.

6. **FEES AND PAYMENT**

FLVS will invoice the District three hundred and twenty-five dollars (\$325.00) for each Successful Completion. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

Invoice Schedule: District/School 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 table below.

| Cycle | Enrollment Data Date Range | Invoice Sent On or Before |
|---------|--|---------------------------|
| Cycle 1 | July – October | November 30th |
| Cycle 2 | November – February | March 31st |
| Cycle 3 | March – June | June 30th |
| Cycle 4 | True-up/Enrollments not captured in previous cycle | July 31st |

Billing Contacts:

| | |
|--|--|
| District Suwannee County School District | Florida Virtual School |
| Name: Cortney Flowers | Name: Mihaela Brehoi |
| School/District Address: 1740 Ohio Ave. S Live Oak, FL 32064 | Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835* <small>*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819</small> |
| Email: cortney.flowers@suwannee.k12.fl.us | Email: mbrehoi@flvs.net |
| Telephone No.: 386-647-4625 | Telephone No.: 407-513-3615 |



7. **NOTICE IN ADVANCE OF START DATE**

The District shall provide FLVS with notice regarding the number of seats needed for the District VLL. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District VLL start date as follows:

1. two (2) to twenty-nine (29) students no less than ten (10) days; and
2. thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
3. one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this Section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District VLL start date.

Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District VLL start date, (2) students may be enrolled in the FLVS Flex program, and any FTE sharing shall apply for students not enrolled in the District VLL, or (3) denial of future lab request(s).

8. **ACADEMIC INTEGRITY IN THE VLL**

To ensure the highest standards of academic integrity, FLVS instructors shall: (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database, (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District VLL student(s) and facilitator(s).

District facilitators shall: (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage student to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) 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, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9)



communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

9. **TERMINATION**

This Agreement may be terminated by:

- a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 10, "Termination for Convenience" of this Agreement; or
- b) written agreement executed by both Parties; or
- c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5) day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or
- d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

10. **TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS prior to the end of the current term. In the event of a termination for convenience, District 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 thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

11. **BACKGROUND SCREENING**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who: (1) are to be permitted access to District's school grounds when students are present, (2) will have direct contact with District's students, or (3) have access or control of District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background



screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this Section shall constitute a material breach of this Agreement entitling District to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

12. INTELLECTUAL PROPERTY RIGHTS

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof



into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

13. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

14. SOFTWARE SECURITY

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

15. DATA/SECURITY BREACH

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

16. E-VERIFY

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.



17. **THIRD PARTY REQUIREMENTS**

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association (“NCAA”) has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement (“AP”) courses if the District intends to offer any Licensed Materials courses as AP courses.

18. **WARRANTIES OF FLVS**

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

19. **CONFIDENTIAL INFORMATION**

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. 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 this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of Sections 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.

20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

21. ENGLISH LANGUAGE LEARNER STUDENTS

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

22. PUBLIC RECORDS NOTICE

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

- a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this



Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.

- b) Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.
- c) Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.
- d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835,* OR AT 407-513-3325, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS TO : VICKIE DEPRATTER OR AT [phone number]: 386-647-4600 OR AT [email address]:vickie.depratter@suwannee.k12.fl.us, 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064. *After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819.



23. RESERVATION OF SOVEREIGN IMMUNITY

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in Section 768.28, Florida Statutes. Subject to and within the limitations of Sections 163.01 and 768.28, Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one Party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either Party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768, Florida Statutes.

24. INDEMNIFICATION

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

25. FORCE MAJEURE

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The



Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

26. DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS. SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

27. 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



MATERIALS, 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 DISTRICT SPECIFIC LEGAL RIGHTS. DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

28. RELATIONSHIP OF THE PARTIES

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

30. DESCRIPTIVE HEADINGS

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

31. BINDING EFFECT

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.



32. **NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing directed to the following contacts:

As to FLVS:

Larry Banks, Senior Director of Partner Services, Florida
Florida Virtual School
*2145 Metrocenter Boulevard, Suite 100
Orlando, FL 32835
Email: lbanks@flvs.net and procurement@flvs.net

With a copy to:

Office of General Counsel
Florida Virtual School
*2145 Metrocenter Boulevard, Suite 100
Orlando, FL 32835
Email: ogc@flvs.net

*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107,
Orlando, FL 32819

As to the District:

Ted L. Roush, Superintendent of Schools
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064
superintendent@suwannee.k12.fl.us

With a copy to:

Leonard J. Dietzen, III
Rumberger Kirk P.A.
P. O. Box 10507
Tallahassee, FL 32302-2507
ldietzen@rumberger.com

33. **NO WAIVER**

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party



unless it is agreed upon in a writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

34. OPPORTUNITY TO CONSULT WITH COUNSEL

Each Party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

35. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

36. DISPUTE RESOLUTION

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

37. PARTICIPATION IN SIMILAR ACTIVITIES

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations and individuals.

38. SEVERABILITY

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

39. EXECUTION

Each Party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing, and to bind and obligate such part with respect to all provisions contained in this Agreement. This Agreement may be executed via electronic signature and in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.



40. ENTIRE AGREEMENT

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

[Signatures follow on next page]



[Signature page to Virtual Learning Lab Agreement between
Florida Virtual School and
The School Board of Suwannee County, Florida
Dated May 24, 2022]

WHEREFORE, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL

By (Authorized Signature)

Date

Printed Name and Title of Person Signing: Louis Algaze, Ph.D., Chief Executive Officer

Address: 2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835*

*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819.

Approved as to legal form and sufficiency by:

FLVS General Counsel (or authorized designee)

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By (Authorized Signature)


Date

MAY 24 2022

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

Address: 1740 Ohio Avenue, South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:


School Board Attorney/Legal Counsel for The School Board of Suwannee County, Florida
Chairperson, Suwannee County School Board