

MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA VIRTUAL SCHOOL
AND

This 2013-2014 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the _____ hereinafter referred to as School or District and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS.

A. PURPOSE:

The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Virtual Learning Lab (VLL). A Virtual Learning Lab (VLL) is a school whereby students are working on FLVS course(s) taught by FLVS instructor(s) at a school with a facilitator. FLVS's goal is to provide the necessary teachers for each VLL commencing on the School's preferred start date. To accommodate your preferred start date and hire the necessary teachers, the School principal is required to sign this MOU no later than 7 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 Guidance Counselor(s).
3. A registration process specifically designed for VLL students.
4. Ongoing support from an FLVS instructor.
5. Highly-qualified, state-certified instructors
6. Invoicing for successfully completed enrollments
7. Providing data required for FTE reporting by district

C. School/District is responsible for providing:

1. Accurate list of students and academically appropriateness of courses.
2. Virtual Learning Lab facilitator to monitor students—does not have to be a certified instructor.
3. Computer access and other minimum technology required as listed on the FLVS website for the students to take the courses at school. This includes computer access 4 to 6 hours each week per course.
4. Two-way long distance communication access for FLVS instructor— student phone calls.
5. Parent's notification of student's participation in FLVS course.
6. FTE submission associated with these enrollments.

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 the Florida Prompt Payment Act.

- **Billable Enrollments:** Any half credit completion issued by FLVS instructor through final grade report sent via Virtual School Administrator (VSA)
- **Invoice Schedule:** District will be invoiced for 1/2 of the projected completions using the average rate of 82% x the total number of active enrollments after the 30th day. The final District billing will be calculated based upon the actual course completions for the semester. The final billing amount will be net of amount paid by the District in the first billing. (October 1/January 15th; March 1/June 30; July 1/August 15)

E. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN DENIAL OF FUTURE VLL REQUESTS AT THE RATE STATED 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:

- a. Act as a resource for student questions
- b. Submit various assignments into the **Turnitin.com** database
- c. Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel
- d. Verify student mastery of content through Discussion-Based Assessments and authentic assessments
- e. Convey incidents and consequences to the student and facilitator

Facilitators will:

- a. Provide supervision through close proximity while circulating the lab
 - b. Encourage students to seek support from FLVS instructors
 - c. Encourage students to seek support from the facilitator
 - d. Discourage inappropriate collaboration of students
 - e. Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework
 - f. Require that students protect their password information and coursework
 - g. Protect students' user names, passwords, and other private information
 - h. Adjust seating arrangements to help promote students' integrity
 - i. Communicate with the student, FLVS instructor and Academic Integrity Investigator with regards to concerns and consequences.
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. PRINCIPAL CONTACTS. Contact your District Relations Manager (DRM) with questions concerning this agreement. The principal contacts for this instrument are:

School or District:

Authorized Official:

X

FLVS:

Authorized Official:

X

5. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
6. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through _____ at which time it will expire unless extended.
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 negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.
8. 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: _____

Name and Title

FOR: **Florida Virtual School:**

Date: _____

Name and Title