



## Description of Program/Terms of Use

### Florida Public Schools 2021-2022

Florida Virtual School (FLVS) is an online school serving residents throughout the state of Florida. FLVS provides instruction to students enrolled in public schools, non-public schools and home educated students and Florida resident military students residing out of state. This Agreement gives the specific guidelines necessary for participation with FLVS. The Agreement assures that all parties are aware of their role in assisting students to succeed when taking online courses from FLVS.

We suggest that you share the following additional information with the appropriate people within your School district. **It can be found on the Affiliating Florida Virtual page at the FLVS website link:** <https://flvs.net/resourcecenter>.

- Hardware and Software Requirements
- Course List and Descriptions
- Course Tours
- Tracking your Students at FLVS
- School Center Facilitator Training
- FLVS Policy and Residency Requirements



Florida Virtual School, in partnership with school districts, makes instruction available at any time and in any place to Florida students. In an effort to provide choice and support to Florida students:

#### **Florida Virtual School will:**

1. Provide access to curriculum, instruction, and materials for students enrolled in our courses. FLVS teachers, who are Florida certified and working within field, interact continually with students and provide monthly progress reports for your review.
2. Provide online training to your facilitators when FLVS students are taking classes from your school campus. (Contact: support@flvs.net for additional information).
3. Provide training and awareness programs about Florida Virtual School to meet the needs of school boards, administration and school communities.
4. Award final course grade for successful completion of each .5 credit by the student (except where a course grade requires adjustment based on End of Course Assessment scores. In this instance, the District will adjust the course grade and award credit by the district according to plan).
5. Notify the District Assessment Coordinator of any students requiring course-specific high-stakes testing.
6. Enforce the withdrawal policy for students enrolled in FLVS courses as stated in the FLVS Student Progression Plan. (Contact info@flvs.net for additional information).
7. Provide the district with information regarding FLVS accreditation, School Code, and NCAA Eligibility as described in Appendix A of this document.

#### **The District will:**

1. Assign a District-level contact person for communication between the District and FLVS who has the responsibility and authority to act on behalf of the District.
2. Provide FLVS as an education option as stipulated by the Florida K-20 Education Code (s.1002.20). (6) EDUCATIONAL CHOICE. -(a) Public school choices. -Parents of public-school students may seek whatever public-school choice options that are applicable to their students and are available to students in their school districts. These options may include controlled open enrollment, lab schools, charter schools, charter technical career centers, magnet schools, alternative schools, special programs, advanced placement, dual enrollment, International Baccalaureate, early admissions, credit by examination or demonstration of competency, the New World School of Arts, the Florida School for the Deaf and Blind, and the **FLORIDA VIRTUAL SCHOOL**. Public schools will not deny student access to online courses at FLVS as such is a violation of the law. At the beginning of each school year, notify parents of students in or entering middle and high school of the opportunity and benefits of Florida Virtual School courses as required in s. 1003.02 (1)(i)F.S. Adopt policies to encourage students to take courses from the Florida Virtual School as required in s. 1003.03(3)(b)F.S.
3. Verify that the selected courses are appropriate based on the academic history, age, and grade level of each student. It is the responsibility of the district and/or school of enrollment to ensure that FLVS is notified **as soon as any ineligibility situation occurs** (example – student



moves out of state, student withdraws from the school, etc.) with a student enrolled in one or more FLVS courses.

4. Verify and/or provide Student Number Identification, Florida data for all FLVS students, including students enrolled in a lab setting, and provide proof of residency upon request
5. Comply with Florida statute 1002.37 (section 9c) to test FLVS Full Time students in their zoned school of enrollment or at a mutually agreeable testing site within the district.
6. Assume responsibility for students taking FLVS Advanced Placement exams in accordance with The College Board guidelines. Florida Virtual School will reimburse the school for the cost of ordering the exams for all students who took the AP® course with FLVS. FLVS does not reimburse for all AP exams. We reimburse for exams when the child completes one full segment of a two-segment course. Or, one full semester of a one semester course. Policies may change however it is the Districts duty to monitor any updates. FLVS strongly encourages students who take AP courses to sit for the course AP Exam in May. Students are not required to take the Advanced Placement exam prior to receiving credit for the course; they may receive half credit at the end of each semester.
7. End of course exams: In accordance with Florida statute 1008, FLVS public school students will take the EOC exam at their district school (home education and private school students will test by choice in their district of record).
8. Per FLDOE FTE funding rules, FLVS will report FTE for any student served in the FLVS PT program unless the student is covered by an executed Virtual Learning Lab/Blended Learning Community agreement. The District understands and agrees that any FTE reported by FLVS will be prorated based on all FTE reported for each student and will affect the total FTE collected by the District.
9. Accept final course grade as determined by FLVS and record such grade in student's transcript except where a course grade requires adjustment based on End of Course Assessment scores. In this instance, the District will adjust the course grade and award credit by the district according to plan.
10. The District will provide EOC exam scores to FLVS.
11. Provide any prior test scores, upon request, that would enable FLVS to better personalize instruction.
12. Comply with FLVS Academic Integrity policies and punitive consequence which can be reviewed at <https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6>
13. Retain responsibility for ESE and ESOL services required by part-time students enrolled in Florida Virtual School and update and/or revise Individual Educational Plans where required. Support the requirement that schools create and maintain FLVS online accounts for administrators, school counselors, and e-Learning Center Facilitators.
14. Provide FLVS notice of disciplinary records of any student suspended or expelled from the district enrolling in FLVS.
15. It is the responsibility of the district home education office to ensure that FLVS is notified **as soon as any ineligibility situation occurs** (example – student moves out of state, student withdraws from the home education program, student is dropped due to lack of performance documentation, etc.) with a student enrolled in one or more FLVS courses through the use of the



home education dashboard provided in VSA or provided in writing to FLVS.

#### **The District Contact will:**

- a. Distribute all pertinent FLVS communication to the schools.
- b. Serve as a local point of contact for students and parents involved in or interested in becoming involved in Florida Virtual School.
- c. Provide additional information to FLVS as needed about FLVS students.
- d. Assist in the coordination of training sessions for your on-site facilitators.
- e. Provide FLVS personnel the opportunity to present to parents, students, and school staff.
- f. Provide email addresses of administrators, school counselors, and/or school facilitators as points of contact.
- g. Provide FLVS contact information for the district Homeschool Director and Hospital Homebound Director.
- h. Inform FLVS of new district schools.
- i. To the extent permitted by law, indemnify and hold harmless FLVS, its officers and employees against any and all claims, suits, attorney fees and costs arising from this agreement or the delivery of services pursuant thereto.
- j. Each party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity may be applicable.
- k. Venue for any course of action arising hereunder shall lie in Orange County, Florida. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, age, religion, color, gender, national origin, marital status, or disability.

#### **Access to FLVS Courses**

As per Florida Statute 1002.20, students may not be denied access to FLVS as an educational option for their academic pursuits. Just cause for denying a student the ability to enroll in an FLVS course does exist if the student's desired course is not an appropriate placement based on course prerequisites, grade level or age appropriateness of the student, or if the student requires academic interventions not provided by FLVS. The school counselor's approval of the Course Request is used by FLVS to verify that the desired course(s) meets the needs of the student's academic plan.

FLVS functions as a school district and as such, FLVS does have its own unique policies, guidelines, and suggestions for student course of study. FLVS has final determination in the placement of students into online courses, taking into consideration the student's desired courses, the verification from their local school that placement is appropriate, and other factors related to our registration priorities and our pupil progression plan.

The student's local school district will be responsible for providing any accommodation if it is



determined that the virtual school is unable to meet the needs of the student.

#### **Public Records**

Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

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



## Appendix A

### Florida Virtual Schools – Information for Schools

The following information should be provided to the appropriate school personnel.

#### **ACCREDITATION**

FLVS (the district) is accredited as a system by Advance Education, Inc. (AdvancED), and the various FLVS schools are accredited by SACS CASI (Southern Association of College and Schools Council on **Accreditation** and School Improvement.)

#### **NCAA ELIGIBILITY**

The NCAA has approved all core courses taken with The Florida Virtual School for use in establishing the initial eligibility certification status of student athletes from Florida Virtual School. To ensure that NCAA eligibility for student athletes is not compromised; the school must enter credit for course completion onto the student's official transcript. Athletic eligibility is the sole responsibility of the student and his/her school of record who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by the district are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.

**District Contact Identification Form – 2021-2022**

In an effort to help us provide you the best service and information throughout the year, please take a moment to fill out this form and submit electronically.

School District: \_\_\_\_\_

**FLVS District Contact:** \_\_\_\_\_

Title and Department: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Home School Contact:** \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Hospital Homebound:** \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Document Completed by: \_\_\_\_\_