

**ADDENDUM TO MEMORANDUM OF AGREEMENT WITH FLORIDA
PRIVATE SCHOOLS SCHOOL YEAR _____**

THIS ADDENDUM TO MEMORANDUM OF AGREEMENT WITH FLORIDA PRIVATE SCHOOLS School Year _____ (the “Contract”) is made by and between FLORIDA VIRTUAL SCHOOL (hereinafter referred to as “FLVS”) and _____ (hereinafter referred to as the “Private School”) concerning virtual school services.

The Section labeled The Private School will; is hereby modified as follows:

1. Paragraphs 4, 7 and 8 are hereby modified by adding the following language to the end of said Paragraphs: Notwithstanding anything stated in this paragraph to the contrary, regardless of the grade obtained by the student, the FLVS courses shall be posted on the student’s transcript but shall not take the place of the Private School’s curriculum courses and/or academic programs.
2. Paragraph 9 is hereby deleted in its entirety.
3. Paragraph 10 is hereby amended to provide that the Private School shall not be responsible for the costs and expenses for the ESE and ESOL students. Paragraph 10 is hereby further amended to provide that the Private School, in the Private School’s sole discretion, may terminate the Contract immediately and without penalty in the event that the Private School incurs any costs related to the ESE and ESOL students.
4. Paragraph 12 is hereby deleted in its entirety and replaced with the following: “12. At no cost to the Private School, create and maintain online accounts for administrators, school counselors, and facilitators in a Virtual Learning Community (“VLC”). FLVS shall be solely responsible for the costs and expenses of creating and maintaining the online accounts and VLC.”
5. Paragraph 15 is hereby amended to provide that the Private School will use its best efforts to comply with Graphic Use Guidelines. To the extent the Private School would be required to incur additional costs, the Private School will not be required to comply with Graphic Use Guidelines.
6. Paragraph 17 is hereby deleted in its entirety and replaced with the following: “17. The Private School will, to the extent permitted by law, indemnify and hold harmless FLVS, its agents, directors, officers and employees against any and all claims, suits, attorney’s fees and costs arising from its actions or those of its agents or employees under this agreement or the delivery of services pursuant thereto. FLVS will, to the extent permitted by law, indemnify and hold harmless the Private School, its agents, directors, officers and employees against any and all claims, suits, attorney’s fees and costs arising from its actions or those of its agents or employees under this agreement or the delivery of services pursuant thereto.”
7. Paragraph 18 is hereby deleted in its entirety.
8. The following Paragraph 20 is hereby added: “20. No part or paragraph in this Section captioned the “Principal or Headmaster will” is to be interpreted as a guarantee or commitment by the Private School’s principal or headmaster to indemnify any party or be responsible for the acts of negligence of either of the parties to this contract or of any third party. Any such commitments are made by the parties alone.”

This addendum shall continue in effect unless FLVS or the Private School provides ninety (90) days written notice by certified mail, of its desire to terminate this addendum and the Contract

on a specified date after the ninety (90) days notice.

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

FLORIDA VIRTUAL SCHOOL

By: _____
Print Name: _____
Title: _____
Date: _____

PRIVATE SCHOOL

By: _____
Print Name: _____
Title: _____
Date: _____